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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**DEBTORS' APPLICATION FOR
ENTRY OF AN ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF
JONES LANG LASALLE AMERICAS, INC.
AS REAL ESTATE ADVISOR AND CONSULTANT
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF JLL'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

TO: THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (collectively, the "Debtors") respectfully state the following in support of this application (the "Application"):

Relief Requested²

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Order"): (a) authorizing, but not directing, the Debtors to employ and retain Jones Lang LaSalle Americas, Inc. ("JLL") so that it may perform services as real estate advisor and consultant ("Real Estate Advisor") in accordance with that certain real estate services agreement executed on May 11, 2023 by and between Debtor Bed Bath & Beyond Inc. (the "Company"), A&G Realty Partners, LLC ("A&G Realty"), and JLL, a copy of which is attached hereto as **Exhibit 1** to **Exhibit A** (the "Real Estate Services Agreement"); (b) approving the terms of JLL's employment and retention, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Real Estate Services

² Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the *Declaration of Holly Etlin, Chief Restructuring Officer of Bed Bath & Beyond Inc., in Support of the Debtors' Chapter 11 Petitions and First Day Motions* (the "First Day Declaration") [Docket No. 10]. A detailed description of the Debtors, their businesses, and the facts and circumstances supporting the Debtors' Chapter 11 Cases is set forth in greater detail in the First Day Declaration and is incorporated by reference herein.

Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief.

2. In support of this Application, the Debtors submit and incorporate by reference the *Declaration of David Knee in Support of Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Jones Lang LaSalle Americas, Inc. as Real Estate Advisor and Consultant to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of JLL's Employment, and (III) Granting Related Relief* (the "Knee Declaration").

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of New Jersey (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11*, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.). The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the District of New Jersey (the "Local Rules").

Background

6. The Debtors are the largest home goods retailer in the United States, offering everything from bed linens to cookware to home organization, baby care, and more. In addition to their e-commerce website, the Debtors offer merchandise through their Bed Bath & Beyond stores and their buybuy BABY stores with locations across North America. Headquartered in Union, New Jersey, Bed Bath & Beyond, Inc. is a publicly traded company that currently employs approximately 14,000 non-seasonal employees.

7. The Debtors commenced these chapter 11 cases (these “Chapter 11 Cases”) to implement a timely and efficient process to maximize the value of the Debtors’ estates for the benefit of all stakeholders. Through these cases, the Debtors will immediately commence an orderly and value-maximizing wind down of their business, while marketing a sale of all or part of their business on a timeline consented to by their prepetition and DIP lenders.

8. On April 23, 2023 (the “Petition Date”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 24, 2023, the Court entered an order authorizing the procedural consolidation and joint administration of these Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 75]. On May 5, 2023, the United States Trustee for the District of New Jersey (the “U.S. Trustee”) appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code (the “Committee”) [Docket No. 218]. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases.

JLL's Qualifications

9. JLL's resources, capabilities, and experience have assisted and will assist the Debtors in its effort to maximize and derive value from the Property. JLL has performed significant prepetition work for the Debtors and has acquired significant knowledge of the Debtors and their businesses. As a result, JLL has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services in these Chapter 11 Cases.

10. As an experienced real estate consultant, JLL has contemplated and will complement the services provided by the Debtors' other restructuring professionals. JLL has extensive experience and significant connections in the industrial real estate market. The services to be provided by JLL will not duplicate the services of any of the other professionals retained by the Debtors and JLL will use reasonable efforts to coordinate its services with the Debtors and the Debtors' other professionals to avoid the unnecessary duplication of services.

11. Moreover, JLL has worked with the Debtors for over twenty years and has gained extensive knowledge regarding the Debtors and their leases as a result. Therefore, the Debtors believe that JLL is well qualified to perform all services contemplated by the Real Estate Services Agreement, and to represent the Debtors' interests in these Chapter 11 Cases in a cost effective, efficient, and timely manner.

Services to Be Provided

12. Subject to the Court's approval, and as set forth more fully in the Real Estate Services Agreement, JLL has and will provide the following services, as requested by the Debtors (collectively, the "Services"): ³

- ascertain the Company's goals, objectives and financial parameters with respect to the sale of the Leases (each, a "Lease Sale") and the Property (the "Property Sale");
- prepare and implement a marketing plan to sell the leases for warehouse space more particularly identified in Schedule 2 to **Exhibit 1** to **Exhibit A** attached hereto (the "Leases") and the property located at 2436 Penny Road, Claremont, North Carolina (the "Property");
- conduct a sale process for the Leases and the Property;
- represent the Company in, and negotiate, the sale of the Leases and the Property;
- assist the Company and its counsel in the documentation of sale transactions involving the Leases and the Property; and
- Report periodically to the Company regarding the status of the project.

13. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. Therefore, the Debtors have requested that JLL perform the Services set forth in the Real Estate Services Agreement, subject to the Court's approval of this Application. JLL has stated its desire, willingness, and ability to act as the Debtors' real estate advisor in these Chapter 11 Cases.

³ The summary provided herein is for illustrative purposes only and is subject to the Real Estate Services Agreement in all respects. In the event of any inconsistency between the Services as set forth herein and the Real Estate Services Agreement, the Real Estate Services Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Real Estate Services Agreement.

Professional Compensation

14. JLL intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court (to the extent compliance is not waived), and consistent with the proposed compensation set forth in the Real Estate Services Agreement (the "Fee Structure"). JLL's decision to advise and assist the Debtors is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment and to be compensated for its services and reimbursed for the expenses it incurs in accordance with its customary billing practices, all as set forth more particularly in the Real Estate Services Agreement.

15. The compensation arrangements contained in the Real Estate Services Agreement are highly beneficial to the Debtors' estates as they provide certainty and proper inducement for JLL to act expeditiously and prudently with respect to the matters for which it will be employed. Accordingly, because the Debtors are seeking to retain JLL under section 328(a) of the Bankruptcy Code, the Debtors believe that JLL's compensation should not be subject to any additional standard of review under section 330 of the Bankruptcy Code and does not constitute a "bonus" or fee enhancement under applicable law.

16. Subject to the Bankruptcy Court's approval, the Debtors will compensate JLL in accordance with the terms and conditions set forth in the Real Estate Services Agreement. It is contemplated that JLL shall be compensated as follows:⁴ JLL shall earn and be paid a fee in the

⁴ The summary provided herein is for illustrative purposes only and is subject to the Real Estate Services Agreement in all respects. In the event of any inconsistency between the Fee Structure as set forth herein and the

amount of one and one-half percent (1.5%) of the Gross Proceeds of a Lease Sale or the Property Sale (the “Fee”).⁵ The Fee shall be paid at the closing on each Lease Sale or the Property Sale, as the case may be.

17. In addition to any fees payable by the Debtors to JLL, JLL also intends to seek reimbursement for its reasonable out-of-pocket expenses (including, but not limited to, marketing and travel expenses) incurred in connection with its retention and performance of the Services; *provided, however*, that any expenses for which JLL seeks reimbursement must be pre-approved by the Debtors. It is estimated by the Debtors and the Real Estate Advisors that the expenses will not exceed approximately \$20,000 total, to be shared by the Real Estate Advisors in the manner they deem reasonable and appropriate. Any reimbursable expenses shall be paid to JLL within five (5) business days of receipt of an invoice, except as otherwise provided by the Court.

18. JLL may provide additional services requested by the Debtors that are not otherwise specifically provided for in the Real Estate Services Agreement, as mutually agreed upon by the Parties in writing, without the need for the Court’s approval (the “Additional Services”).

19. The Debtors submit that the compensation structure described above and set forth in the Real Estate Services Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to JLL for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with JLL’s normal and customary

Real Estate Services Agreement, the Real Estate Services Agreement will control. Capitalized terms used in this section have the meaning ascribed to them in the Real Estate Services Agreement.

⁵ “Gross Proceeds” is defined as the amount of total consideration paid or payable, or otherwise to be received by the Debtors in connection with the sale of the Property or any Leases including all (i) cash, securities or other property, (ii) any debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (iii) amounts placed in escrow and deferred, contingent payments and installment payments. With respect to a Lease Sale, “Gross Proceeds” also shall include any form of currency waived by a landlord of that Lease.

billing practices for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

Indemnification

20. As part of the overall compensation payable to JLL under the terms of the Real Estate Services Agreement, the Debtors have agreed, pursuant to paragraph 16 of the Real Estate Services Agreement, to indemnify JLL and its affiliates, officers, directors, employees, agents, and independent contractors (collectively, “Indemnified Persons”), and hold each of them harmless from and against all third-party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys’ fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of JLL or the Debtors taken pursuant to the Real Estate Services Agreement, except to the extent that such claims or liabilities arise as a direct result of JLL’s fraud, gross negligence, or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction (the “Indemnification Provision”).

21. The Indemnification Provision was fully negotiated between the Debtors and JLL at arm’s length and in good faith as part of the overall compensation payable to JLL under the Real Estate Services Agreement, and is subject, in its entirety, to the terms of the Order. Further, the Indemnification Provision is customary and reasonable for similar real estate advisor engagements in chapter 11 cases and reflects the qualifications and limitations on indemnification provisions that are customary in this district and other jurisdictions. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308] (approving the terms of a real estate advisor agreement, including the indemnification provisions, as modified); *In re Modell’s Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28,

2020) [Docket No. 550] (same); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388] (same); *In re Mattress Firm, Inc.*, No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018) [Docket No. 766] (same); *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. March 6, 2018) [Docket No. 298] (approving the terms of the agreement, including the indemnification provisions, as modified, and finding that said terms are reasonable terms and conditions of employment); *In re Charming Charlie Holdings Inc.*, No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) [Docket No. 292] (same); *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017) [Docket No. 733] (same).

No Duplication of Services

22. The Debtors intend that JLL’s Services will not duplicate the services to be performed by any other professional retained by the Debtors in these Chapter 11 Cases. JLL will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The Debtors believe that the services to be provided by JLL will complement, and will not be duplicative of, any services of the Debtors’ other professionals.

JLL’s Disinterestedness

23. JLL has informed the Debtors that, except as set forth in the Knee Declaration, JLL: (a) does not hold or represent any interest adverse to the Debtors’ estates; and (b) believes that it is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. If any new material facts or relationships are discovered or arise, JLL will inform the Court as required by Bankruptcy Rule 2014(a).

24. Specifically, except as disclosed in the Knee Declaration, JLL has indicated that based on the results of its research conducted to date, and to the best of its knowledge, neither JLL, nor any employee thereof, has any connection with the Debtors, any creditors of the Debtors' estates, or any other parties in interest (as reasonably known by JLL) or their respective attorneys and accountants, or other advisors, or the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any person employed in the office of the U.S. Trustee.

25. JLL is not owed any amounts by the Debtors as of the Petition Date and does not hold a claim against the Debtors' estates. JLL has indicated that if it discovers any information that is contrary or pertinent to the statements made in the Knee Declaration, it will promptly disclose such information to this Bankruptcy Court, the Debtors, and the U.S. Trustee.

26. The Debtors have also been advised that JLL has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm, other than principals and employees of JLL, as permitted by section 504 of the Bankruptcy Code.

Basis for Relief

I. The Debtors Should be Permitted to Retain and Employ JLL on the Terms of the Real Estate Services Agreement Pursuant to Sections 327 and 328 of the Bankruptcy Code.

27. The Debtors seek approval of the retention and employment of JLL pursuant to sections 327(a) and 328(a) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code authorizes a debtor in possession to employ professionals that "do not hold or represent an interest adverse to the estate, and that are disinterested persons." 11 U.S.C. § 327(a). As discussed above, JLL satisfies the disinterestedness standard of section 327(a).

28. In addition, the Debtors seek approval of the Real Estate Services Agreement, including the Fee Structure set forth therein, pursuant to section 328(a) of the Bankruptcy Code.

Section 328(a) of the Bankruptcy Code provides, in relevant part, that debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

29. Numerous courts have recognized that Congress intended section 328(a) to enable a debtor to retain professionals pursuant to specific fee arrangements to be determined at the time of the court’s approval of the retention, subject to review if the terms are found to be improvident in light of “developments not capable of being anticipated at the time of the fixing of such terms and conditions.” *See Donaldson, Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.)*, 123 F.3d 861, 862–63 (5th Cir. 1997); *Henry A. Leonard & Co. v. United States Trustee (In re River Foal, Inc.)*, 161 B.R. 568, 569 (Bankr. S.D.N.Y. 1993). Courts have approved similar relief in other chapter 11 cases in this district and others. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308] (approving the terms of the real estate advisor’s retention, the fee and expense structure and the indemnification, reimbursement, and related provisions, as modified); *In re Modell’s Sporting Goods, Inc.*, No. 2014179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550] (same); *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388]; *In re Toys “R” Us, Inc.*, No. 17-34665 (KLP) (Bankr. E.D. Va. Oct. 25, 2017) [Docket No. 733] (granting an application for retention of professionals with fee arrangement as set forth in agreement); *In re HDOS Enters.*, No. 14-12028 (NB) (Bankr. C.D. Cal. March 7, 2014) [Docket No. 167] (same); *In re Sbarro, Inc.*, No. 11-11527 (SCC) (Bankr. S.D.N.Y. July 11, 2011) [Docket No. 349] (same).

30. The Debtors submit that the fee structure set forth in the Real Estate Services Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by JLL; (b) industry practice with respect to the fee structure proposed by JLL; (c) market rates charged for comparable services both in and out of chapter 11; and (d) JLL's substantial experience with respect to real estate issues.

31. Additionally, the terms of the Real Estate Services Agreement were negotiated in good faith and at arm's length between the Debtors and JLL and reflect the Debtors' evaluation of the value and expertise of the work to be performed by JLL.

II. The Indemnification Provision Is Appropriate.

32. As discussed above, the Debtors and JLL believe that the Indemnification Provision is customary and reasonable for real estate consultant engagements, both out of court and in chapter 11 cases, and reflect the qualifications and limitations on indemnification provisions in this district, and others. *See, e.g., In re SLT HoldCo Inc. (d/b/a Sur la Table)*, No. 20-18368 (MBK) (Bankr. D. N.J. Aug. 13, 2020) [Docket No. 308]; *In re Modell's Sporting Goods, Inc.*, No. 20-14179 (VFP) (Bankr. D. N.J. July 28, 2020) [Docket No. 550]; *In re Pier 1 Imports, Inc.*, No. 20-30805 (KRH) (Bankr. E.D.V.A. Mar. 18, 2020) [Docket No. 388]; *In re Mattress Firm, Inc.*, No. 18-12241 (CSS) (Bankr. D. Del. Nov. 7, 2018) [Docket No. 766]; *In re The Bon-Ton Stores, Inc.*, No. 18-10248 (MFW) (Bankr. D. Del. March 6, 2018) [Docket No. 298].

33. In light of the foregoing, and given the numerous issues that JLL may be required to address in the performance of the Services under the Real Estate Services Agreement, JLL's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for JLL's services for engagement of this nature, the Debtors believe that the terms and conditions of the Real Estate Services Agreement—including the

Indemnification Provision—are fair, reasonable, and market-based under the standards set forth in section 328(a) of the Bankruptcy Code.

III. Waiver of Certain Timekeeping Requirements Is Appropriate.

34. The Debtors respectfully submit that because JLL's compensation is results-oriented, requiring JLL to maintain and file detailed time records and periodic fee applications in accordance with sections 330 and 331 of the Bankruptcy Code, and in compliance with Bankruptcy Rule 2016 and the Fee Guidelines, is unnecessary under the circumstances.

35. As set forth herein, JLL is being retained under sections 327(a) and 328(a) of the Bankruptcy Code and will be employed by the Debtors to perform a highly specialized and discrete task and accordingly, will not be compensated based upon time and effort expended. Instead, JLL will be compensated based on a percentage of Gross Proceeds. Requiring JLL to record and submit detailed time entries in light of the transactional nature of the Services to be rendered by JLL herein and the percentage-based structure proposed under the Real Estate Services Agreement would be unduly burdensome to JLL. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from JLL's Services likely could not be measured merely by reference to the number of hours to be expended by the JLL professionals in the performance of such services. Accordingly, the Debtors request that JLL be relieved of the requirement to maintain detailed time records or file interim fee applications.

36. As set forth in the Knee Declaration, it is standard practice in JLL's industry for professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. The Debtors have been advised by JLL that it is not its practice to keep detailed time records

similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis.

37. The Debtors propose that for all fees and expenses incurred in connection with the Services, JLL be paid 100% of the amount due upon submission of an acceptable invoice to the Debtors and in accordance with the Real Estate Services Agreement. Upon completion of their work for the Debtors, JLL will file a final fee application for review by the Bankruptcy Court and parties in interest pursuant to section 328(a) of the Bankruptcy Code for all Services. However, inasmuch as JLL is being retained pursuant to section 328(a) of the Bankruptcy Code, the Debtors additionally request that the final fee application filed by JLL not be subject to review under section 330 of the Bankruptcy Code.

38. In the event that JLL provides any Additional Services, the Debtors propose that JLL be required to submit interim and final fee applications with regards to such services on an hourly basis only, and that the time detail provided with such fee applications be provided in a summary fashion. Specifically, JLL will submit time detail setting forth the hours spent on each activity and a description of the services provided but will not break out their time into tenth-of-an-hour increments.

39. The Debtors believe that the invoices submitted in the manner set forth herein will provide the Bankruptcy Court and other parties in interest with sufficient information to monitor the amount and type of service rendered by JLL and is necessary and in the best interests of the Debtors, their creditors, and their estates.

IV. The Retention of JLL Is Critical to the Debtors' Chapter 11 Efforts.

40. The Debtors submit that the retention of JLL is in the best interests of all parties in interest in these Chapter 11 Cases. As set forth above, JLL has extensive experience in matters

involving complex financial restructurings and an excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. JLL is a preeminent real estate consultancy firm that is intimately familiar with the Debtors' businesses. Denial of the relief requested herein will deprive the Debtors of the assistance of JLL's uniquely qualified professionals who have served them for many years prior to the Petition Date and have continued to assist them following the Petition Date. Indeed, if the Debtors were forced to engage a new real estate consultant who lacks a thorough understanding of the Debtors' businesses and leases, such change would mandate the commitment of significant resources to educate a replacement, causing significant delay and increased cost. Based on services performed to date, JLL was integral in preparing the Debtors for these Chapter 11 Cases.

41. Based on the foregoing, the Debtors submit that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to support entry of an order authorizing the Debtors to retain and employ JLL in these Chapter 11 Cases on the terms described herein and in the Real Estate Services Agreement.

Request of Waiver of Stay

42. To the extent that the relief sought in the Application constitutes a use of property under section 363(b) of the Bankruptcy Code, the Debtors seek a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h). As explained herein, the relief requested in this Application is immediately necessary for the Debtors to be able to continue to operate their businesses and preserve the value of their estates.

No Prior Request

43. No prior request for the relief sought in this Application has been made to this Court or any other court.

Notice

44. The Debtors will provide notice of this Application to the following parties and/or their respective counsel, as applicable: (a) the office of the United States Trustee for the District of New Jersey; (b) the Debtors' 30 largest unsecured creditors (on a consolidated basis); (c) the agents under the Debtors' prepetition secured facilities and counsel thereto; (d) the DIP Agent counsel thereto; (e) Davis Polk & Wardwell, LLP, and Greenberg Traurig, LLP, in their capacity as counsel to the Prepetition ABL Agent; (f) the indenture trustee to the Debtors' Senior Unsecured Notes; (g) the United States Attorney's Office for the District of New Jersey; (h) the Internal Revenue Service; (i) the U.S. Securities and Exchange Commission; (j) the attorneys general in the states where the Debtors conduct their business operations; (k) the monitor in the CCAA proceeding and counsel thereto; (l) the Debtors' Canadian Counsel; and (m) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter an order, in substantially the form submitted herewith, granting the relief requested herein and such other relief as is just and proper under the circumstances.

Dated: May 15, 2023

/s/ Michael D. Sirota

COLE SCHOTZ P.C.

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*Proposed Co-Counsel for Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

<p>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</p>	
<p>Caption in Compliance with D.N.J. LBR 9004-1(b)</p> <p>KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua A. Sussberg, P.C. (admitted <i>pro hac vice</i>) Emily E. Geier, P.C. (admitted <i>pro hac vice</i>) Derek I. Hunter (admitted <i>pro hac vice</i>) 601 Lexington Avenue New York, New York 10022 Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com emily.geier@kirkland.com derek.hunter@kirkland.com</p> <p>COLE SCHOTZ P.C. Michael D. Sirota, Esq. Warren A. Usatine, Esq. Felice R. Yudkin, Esq. Court Plaza North, 25 Main Street Hackensack, New Jersey 07601 Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com</p> <p><i>Proposed Co-Counsel for Debtors and Debtors in Possession</i></p>	
<p>In re:</p> <p>BED BATH & BEYOND INC., <i>et al.</i>,</p> <p>Debtors.¹</p>	<p>Chapter 11</p> <p>Case No. 23-13359 (VFP)</p> <p>(Jointly Administered)</p>

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**ORDER (I) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF
JONES LANG LASALLE AMERICAS, INC.
AS REAL ESTATE ADVISOR AND CONSULTANT
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF JLL'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered four (4) through nine (9), is **ORDERED**.

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Debtors: BED BATH & BEYOND INC., *et al.*

Case No. 23-13359 (VFP)

Caption of Order: Order (I) Authorizing the Employment and Retention of JLL Realty Partners, LLC as Real Estate consultant and Advisor to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of JLL's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief

Upon the *Debtors' Application for Entry of an Order (I) Authorizing the Employment and Retention of Jones Lang LaSalle Americas, Inc. as Real Estate Advisor and Consultant to the Debtors and Debtors in Possession Effective as of the Petition Date, (II) Approving the Terms of JLL's Employment, (III) Waiving Certain Timekeeping Requirements, and (IV) Granting Related Relief* (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (this "Order") (a) authorizing the Debtors to, under sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, employ and retain Jones Lang LaSalle Americas, Inc. ("JLL"), as real estate advisor and consultant to the Debtors in accordance with that certain real estate services agreement executed in May 2023 by and between Debtor Bed Bath & Beyond Inc., A&G Realty Partners, LLC, and JLL, a copy of which is attached as **Exhibit 1** hereto (the "Real Estate Services Agreement"); (b) approving the terms of JLL's employment and retention, including the fee and expense structure and the indemnification provisions set forth in the Real Estate Services Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief, all as more fully set forth in the Application; and upon the First Day Declaration and the Knee Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference to the Bankruptcy Court Under Title 11* of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this

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Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application was appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Application is **GRANTED** on a basis as set forth herein.
2. In accordance with sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to employ and retain JLL as their real estate advisor and consultant in accordance with the terms and conditions set forth in the Application and the Real Estate Services Agreement, effective as of the Petition Date.
3. The Real Estate Services Agreement, together with all annexes and exhibits thereto and all compensation set forth therein, including, without limitation, the Fee Structure and indemnification provisions are approved pursuant to section 328(a) of the Bankruptcy Code and JLL shall be compensated, reimbursed, and indemnified pursuant to section 328(a) of the

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Bankruptcy Code in accordance with the terms of, and at the times specified in, the Real Estate Services Agreement.

4. The terms and provisions of the Real Estate Services Agreement are approved, and the Debtors are authorized to compensate JLL in accordance with the Real Estate Services Agreement. JLL shall not be required to file interim fee applications for its fixed fee Services; *provided, however*, that JLL shall be required to file a final fee application upon completion of its Services which shall be subject to the standard of review provided for in section 328(a) of the Bankruptcy Code.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, orders of this Court, the information requirements set forth in the United States Trustee Program's *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "U.S. Trustee Guidelines") are hereby waived and JLL shall not be required to maintain records of detailed time entries in connection with the Services as that term is defined in the Real Estate Services Agreement; *provided* that in the event that JLL provides any Additional Services to the Debtors, JLL shall be required to file interim and final fee applications on an hourly basis only and the time detail provided for such fees may be provided in a summary fashion. Specifically, JLL will submit time records setting forth the hours spent on each activity and a description of the Additional Services provided but will not break out its time into tenth-of-an-hour increments.

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6. In the event that, during the pendency of these Chapter 11 Cases, JLL requests reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in JLL's fee applications, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines and approval of the Court under the standards of section 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, JLL shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law and the decisions of this Court.

7. Nothing in this Order shall alter or limit any authorization, requirement or relief contained in, or prevent BBB Canada Ltd. and Bed Bath & Beyond Canada L.P. (collectively, "BBB Canada") from taking any action authorized pursuant to, or required by, the CCAA, the initial order in respect of BBB Canada (the "Initial Order") issued by the Ontario Superior Court of Justice (Commercial List) (the "CCAA Court") in proceedings in respect of BBB Canada pursuant to the Companies' Creditors Arrangement Act (Canada) or any Order granted thereunder, and to the extent of any inconsistency between this Order and the terms of the Initial Order or any other order of the CCAA Court or the CCAA, the order of the CCAA Court or the CCAA, as applicable, shall govern with respect to BBB Canada.

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8. JLL shall disclose any and all facts that may have a bearing on whether JLL, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in these cases. The obligation to disclose identified in this paragraph shall be a continuing obligation.

9. With respect to controversies or claims arising out of or in any way related to the Services in the Real Estate Services Agreement notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the Real Estate Services Agreement, any disputes arising under the Real Estate Services Agreement shall be heard in this Court during the pendency of these Chapter 11 Cases.

10. The Indemnification Provision set forth in the Real Estate Services Agreement is approved, subject during the pendency of these cases to the following:

- a. JLL shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Indemnification Provision, unless such indemnification, exculpation, contribution, or reimbursement is approved by the Court as consistent with the terms of the Real Estate Services Agreement;
- b. notwithstanding any provision of the Application and the Real Estate Services Agreement to the contrary, the Debtors shall have no obligation to indemnify or exculpate any Indemnified Person under the Real Estate Services Agreement for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such Indemnified Person's gross negligence, willful misconduct, bad faith, fraud or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which it is judicially determined (the determination having become final) that such Indemnified Person has breached such Indemnified Person's obligations to maintain the confidentiality of nonpublic information, unless the Court determines that indemnification, exculpation, contribution, or reimbursement would be permissible pursuant

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to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors' consent prior to a judicial determination as to the Indemnified Person's gross negligence, willful misconduct, bad faith, fraud, or unconsented self-dealing, but determined by this Court, after notice and a hearing, to be a claim or expense for which such Indemnified Person should not receive indemnification, exculpation, contribution, or reimbursement under the terms of the Real Estate Services Agreement, as modified by this Order;

- c. if, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal); and (ii) the entry of an order closing the Chapter 11 Cases, any Indemnified Person believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, exculpation, contribution, and/or reimbursement obligations under the Indemnification Letter (as modified by this Order), including, without limitation, the advancement of defense costs, such Indemnified Person must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Indemnified Person before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses for indemnification, exculpation, contribution, and/or reimbursement by any Indemnified Persons, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, the Indemnified Persons. All parties in interest shall retain the right to object to any demand by any Indemnified Person for indemnification, exculpation, contribution, and/or reimbursement; and
- d. any limitations on any amounts to be contributed by JLL shall be eliminated from the Real Estate Services Agreement. The Indemnified Parties shall retain any rights they may have to contribution at common law.

11. None of the fees payable to JLL under the Real Estate Services Agreement shall constitute a "bonus" or fee enhancement under applicable law.

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Debtors: BED BATH & BEYOND INC., *et al.*

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12. To the extent that there may be any inconsistency between the terms of the Application, the Knee Declaration, the Real Estate Services Agreement, and this Order, the terms of this Order shall govern

13. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

14. The Debtors and JLL are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

15. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Exhibit 1

Real Estate Services Agreement



**REAL ESTATE SERVICES AGREEMENT
AMONG A&G REALTY PARTNERS, LLC, JONES LANG
LASALLE AMERICAS, INC., AND BED BATH AND BEYOND
INC.**

This Real Estate Services Agreement including the Schedules attached hereto (collectively the "Agreement") is made as of May 11, 2023 (the "Agreement Date"), by and among **A&G REALTY PARTNERS, LLC**, a New York limited liability company, with its principal place of business at 445 Broadhollow Road, Suite 410, Melville, New York 11797 ("**A&G**"), **JONES LANG LASALLE AMERICAS, INC.**, a Maryland corporation, with an address of 101 Wood Avenue South, Suite 410, Iselin, New Jersey 08830 ("**JLL**" and, together with A&G, the "RE Advisors"), and **BED BATH & BEYOND, INC.**, a New York corporation, with its principal place of business at 650 Liberty Avenue, Union, New Jersey 07083 (the "Company" and, together with the RE Advisors, collectively, the "Parties" and, individually, a "Party").

WITNESSETH:

WHEREAS, on April 23, 2023, the Company and 73 affiliated debtors (collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court") bearing Case No. 23-13359 (VFP) (administratively consolidated);

WHEREAS, the Company (or one or more of the Debtors) (i) owns certain property located at 2436 Penny Road, Claremont, North Carolina (the "Property") and (ii) is the tenant under the leases for warehouse space more particularly identified on the attached Schedule A (collectively, the "Leases" and, individually, a "Lease"); and

WHEREAS, under the terms and conditions contained in this Agreement, and subject to Bankruptcy Court approval, the Company, on behalf of itself and the other Debtors, desires to retain the RE Advisors, and the RE Advisors are willing to provide the Services (as defined below) to the Company.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In accordance with the terms and conditions of this Agreement, and subject to Bankruptcy Court approval pursuant to Sections 327 and 328 of the Bankruptcy Code, the RE Advisors will provide the Company with the following services (collectively, the "Services"):
 - a. Ascertain the Company's goals, objectives and financial parameters with respect to the sale of the Leases (each, a "Lease Sale") and the Property (the "Property Sale");
 - b. Prepare and implement a marketing plan to sell the Leases and the Property;
 - c. Conduct a sale process for the Leases and the Property;

- d. Represent the Company in, and negotiate, the sale of the Leases and the Property;
 - e. Assist the Company and its counsel in the documentation of sale transactions involving the Leases and the Property; and
 - f. Report periodically to the Company regarding the status of the project.
2. Term of Agreement. Subject to Section 12 herein, this Agreement shall be for a term of six (6) months following the Agreement Date (the “Term”) or until the Services are completed. The Term may be extended or renewed by written agreement of the Parties.
3. Compensation. The RE Advisors shall earn and be paid a fee in the amount of three percent (3%) of the Gross Proceeds of a Lease Sale or the Property Sale (the “Fee”). “Gross Proceeds” shall be defined as the amount of total consideration paid or payable, or otherwise to be received by the Debtors in connection with the sale of the Property or any Leases including all (i) cash, securities or other property, (ii) any debt assumed, satisfied or paid by a purchaser or which remains outstanding at closing (including, without limitation, the amount of any indebtedness “credit bid” at any sale), and (iii) amounts placed in escrow and deferred, contingent payments and installment payments. With respect to a Lease Sale, “Gross Proceeds” also shall include any form of currency waived by a landlord of that Lease. The Fee shall be paid at the closing on each Lease Sale or the Property Sale, as the case may be. The RE Advisors shall file a final fee application under Section 328 of the Bankruptcy Code in connection with the Fee and any Marketing Expenses. The Fee shall be shared equally between the RE Advisors.
4. Additional Services. The RE Advisors may provide additional services requested by the Debtors that are not otherwise specifically provided for in this Agreement. Any additional services will be mutually agreed upon by the Parties and documented in a separate written agreement.
5. Recordkeeping. The Services to be provided by the RE Advisors pursuant to this Agreement are, in general, transactional in nature. Accordingly, the RE Advisors will not bill the Company by the hour or maintain time records.
6. Expenses and Disbursements. The Debtors shall reimburse the RE Advisors for their reasonable, documented out-of-pocket expenses (including, but not limited to, marketing and travel) incurred in connection with its retention and provision of Services (the “Marketing Expenses”), provided, the Marketing Expenses shall be approved in advance by the Company (it is estimated that the Marketing Expenses shall not exceed approximately \$20,000). Additionally, any legal fees and expenses incurred by the RE Advisors as a result of responding to any litigation or other type of inquiry, deposition or otherwise relating to the Services or this Agreement shall be reimbursed by the Debtors to the RE Advisors. Any undisputed reimbursable

expenses shall be paid to the RE Advisors within five (5) business days of receipt of an invoice therefor, except as otherwise provided by the Bankruptcy Court.

7. Exclusive. During the Term of this Agreement, the RE Advisors shall have the sole and exclusive authority to perform the Services. All relevant inquiries regarding the Property or any Leases made to the Debtors, their agents or representatives (including professionals) shall be directed to the RE Advisors, *provided, however*, that nothing herein shall prohibit the Company's employees from communicating with a landlord of such Lease relating to day-to-day operations at the premises of such landlord. In the event the Debtors enter into an agreement for the sale of the Property or any Lease during the term of this Agreement, then regardless of the identity of the purchaser or the person who introduced such purchaser to the Debtors, or the date of closing thereunder, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement payable upon the closing of the transaction.
8. Information. The Company shall make available to the RE Advisors such documents and other information which in the reasonable judgment of the RE Advisors are necessary or appropriate for the fulfillment of their assignment hereunder and the proper marketing of the Property and the Leases. All documents and information supplied to the RE Advisors by the Company shall, to the best of the Company's knowledge, be complete and accurate and the Company shall correct any information which it learns is incomplete or inaccurate. The Company understands that the information provided to the RE Advisors may be used in the preparation of marketing materials that will be distributed to prospective purchasers. The Company will be asked to approve all marketing materials in advance of their use. The Company acknowledges and agrees that, as between the RE Advisors and the Company, the Company is responsible for the accuracy and completeness of all information regarding the Property and the Leases that is provided by or at the direction of the Company to third parties. Additionally, the Company agrees to provide to the RE Advisors a copy of the final form of the closing or settlement statement(s) prepared in connection with the closing and settlement of the sale transaction(s).
9. Analysis. To the extent that the RE Advisors prepare any analysis, valuation, appraisal or other report regarding the economic value of the Property or the Leases ("Analysis"), the Company acknowledges and agrees that any such Analysis will be an estimate only and will not constitute a representation, warranty, covenant or guaranty, either expressed or implied, regarding future events or performance. The Company further acknowledges and agrees that the Analysis will be used for its internal purposes only, and will not be disseminated to any third party without the written consent of the RE Advisors.
10. Use of Company Name. The RE Advisors may use the Company's name and logo to identify the Company as one of the RE Advisors' clients.

11. No Authority to Execute Agreements. The RE Advisors shall have no right or power to enter into any agreement in the name of or on behalf of the Company or to otherwise obligate the Company in any manner without the Company's prior written consent or approval.
12. Assignment. Neither Party may delegate or assign its rights and obligations under this Agreement in whole or in part to an unaffiliated third party without the prior written consent of the other Party.
13. Notices. Unless otherwise expressly provided herein or waived in writing by the Party to whom notice is given, any notice or other communication required or permitted hereunder will be effective if given in writing (i) when delivered by hand; (ii) three days after sent by certified mail, return receipt requested; (iii) when delivered by electronic email communication to the email address set forth below and verified by confirmed receipt; or (iv) one day after delivery to a commercial overnight courier, and addressed to the Parties as follows:

To the Company: Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Wade Haddad, SVP Real Estate
Email: Wade.Haddad@BedBath.com

With a copy to:

Bed Bath & Beyond, Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attention: Chief Restructuring Officer
Email: hetlin@alixpartners.com

To A&G: A&G Realty Partners, LLC
445 Broadhollow Road, Suite 410
Melville, New York 11747
Attn: Emilio Amendola
Tel: (631) 465-9507
Email: emilio@agrep.com

To JLL: JLL-Northeast Industrial Region
101 Wood Avenue South, Suite 410
Iselin, New Jersey 08830
Attn: Seth Geldzahler, Senior Managing Director
Tel: (732) 491-2170
Email: Seth.Geldzahler@jll.com

14. Representations, Warranties and Covenants. Each Party, severally not jointly, represents that it has all requisite power and authority to enter into this Agreement. This Agreement has been validly authorized by all necessary corporate action and constitutes a legal, valid and binding agreement of the Company and the RE Advisors. Each Party, severally not jointly, represents that this Agreement does not and will not violate any applicable law or conflict with any agreement, instrument, judgment, order or decree to which it is a party or by which it is bound. Furthermore, each Party, severally not jointly, represents and agrees that it will comply with all applicable laws, rules, regulations, orders or decrees during the term of this Agreement in performing its obligations hereunder. Each Party, severally not jointly, agrees to deal with the other fairly and in good faith so as to allow each Party to perform their duties and earn the benefit of this Agreement. The RE Advisors agree to utilize commercially reasonable efforts and diligence to achieve the purpose of this Agreement.
15. Survival of Fee. In the event the RE Advisors have had, and have documented, substantive discussions regarding a sale of the Property or any Lease with a third party prior to the termination or expiration of the term of this Agreement and a sale of the Property or any Lease by the Company to said third party is consummated within ninety (90) days after the termination or expiration of this Agreement, the RE Advisors shall be entitled to the Fee pursuant to the terms of Section 3 of this Agreement.
16. Indemnification. The Company agrees to indemnify the RE Advisors and their respective affiliates, officers, directors, employees, agents and independent contractors, and hold each of them harmless from and against all third party claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, asserted against, resulting from (directly or indirectly), or related to the Services or actions or omissions of the RE Advisors or the Company taken pursuant to this Agreement, (including, but not limited to, any covenants, representations or warranties contained herein) or in any written agreement entered into in connection herewith except to the extent that such claims or liabilities arise as a direct result of the RE Advisors' fraud, gross negligence, or willful misconduct.
17. Limitation on Liability. Neither Party shall be responsible for any indirect, incidental, consequential, exemplary, punitive or other special damages (including, but not limited to, loss of profits and damage to reputation or business) arising under or by reason of this Agreement, the Services or any act or omission hereunder except to the extent of actual fraud, gross negligence, or willful misconduct. Neither Party shall be liable if it is unable to perform its responsibilities hereunder as a result of events beyond its control. Furthermore, except in the event the RE Advisors' errors and omissions policy is available to cover any claims against the RE Advisors hereunder, in no event shall the RE Advisors' liability for a default or breach of this Agreement exceed the amount of fees paid to the RE Advisors hereunder.

18. Binding Effect. No Third-Party Beneficiaries. This Agreement binds and inures to the benefit of the Parties hereto and their respective successors and permitted assigns and except as expressly provided herein, is not intended to confer any rights or remedies upon any person not a party to this Agreement.
19. Waivers and Amendments. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. This Agreement (including the Schedule (s) attached hereto) may not be waived, amended, or modified by either Party unless in writing and signed by all Parties hereto.
20. Severability. If any provision, or any portion of any provision, contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then it is the intent of the Parties to modify or limit such provision or portion thereof so as to be valid and enforceable to the extent permitted under applicable law. In the event that such provision or portion thereof cannot be modified, then such provision or portion thereof shall be deemed omitted and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded by this Agreement.
22. Counterpart Execution/Facsimile and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document. Facsimile and electronic signatures on this Agreement and any document contemplated hereby shall be deemed to be original signatures.
23. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without reference to its conflict of laws rules. Any dispute arising under or resulting from this Agreement shall be resolved exclusively by the Bankruptcy Court.
24. Waiver of Jury Trial. Each of the Parties unconditionally waives, to the extent legally permissible, the right to a jury trial in connection with any claim arising out of or related to this Agreement.
25. Headings/Tenses. The section headings and use of defined terms in the singular or plural tenses in this Agreement are solely for the convenience of the Parties. To the extent that there may be any inconsistency between the headings and/or the tenses and the intended meaning, the intent of the Parties or the provision, the terms of such provision shall govern.
26. No Presumptions. This Agreement shall be deemed drafted by all Parties and there shall be no presumption for or against any Party in the interpretation of this Agreement.


[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives effective as of the Agreement Date.

BED BATH & BEYOND, INC.

By: Holly Etlin
Name: Holly Etlin
Title: Chief Restructuring Officer and Chief
Financial Officer

A&G REALTY PARTNERS, LLC

By: 
Name: Emilio Amendola
Title: Co-President

JONES LANG LASALLE AMERICAS, INC.

By: David E. Knee
Name: David Knee
Title: Vice Chairman

Contract Description	Store #	Banner	Address	City / ST	State
Store Lease	653	BBB	1001 W. Middlesex Avenue	Port Reading/Carteret, NJ	NJ
Store Lease	677	BBB	2900 S. Valley Parkway	Lewisville, TX	TX
Store Lease	655	BBB	5835 East Ann Road	North Las Vegas, NV	NV
Store Lease	657	BBB	860 John B. Brooks Road	Pendergrass, GA	GA
Store Lease	693	BBB	71 Mall Road	Frackville, PA	PA
Store Lease	650	BBB	3 Enterprise Ave. N	Secaucus, NJ	NJ
Store Lease	8671	BBB	5402 East El Campo	North Las Vegas, NV	NV
Store Lease	8650	BBB	11 Taft Road	Totowa, NJ	NJ
Store Lease	1692	BBB	6120 Clinker Drive, Bldg 1	Jurupa Valley, CA	CA

Exhibit B

Knee Declaration

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

Emily E. Geier, P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

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emily.geier@kirkland.com

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COLE SCHOTZ P.C.

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

*Proposed Co-Counsel for Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

¹ The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

**DECLARATION OF DAVID KNEE IN SUPPORT
OF DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF
JONES LANG LASALLE AMERICAS, INC. AS REAL ESTATE ADVISOR AND
CONSULTANT TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF THE PETITION DATE, (II) APPROVING
THE TERMS OF JLL'S EMPLOYMENT, (III) WAIVING CERTAIN
TIMEKEEPING REQUIREMENTS, AND (IV) GRANTING RELATED RELIEF**

I, David Knee, hereby declare under penalty of perjury and pursuant to 28 U.S.C. §1746 that the following is true and correct to the best of my knowledge, information and belief:

1. I am Vice Chairman of Jones Lang LaSalle Americas, Inc. ("JLL"), a real estate brokerage and advisory firm, which maintains offices across the country and internationally. I am authorized to make this declaration (this "Declaration") on behalf of JLL and in support of the application (the "Application") of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order: (a) authorizing the retention and employment of JLL as real estate advisor and consultant to the Debtors effective as of the Petition Date; (b) approving the terms of the Real Estate Services Agreement; (c) waiving certain timekeeping requirements of the Bankruptcy Rules, Local Rules, and the Trustee Guidelines; and (d) granting related relief.² Unless otherwise stated in this declaration, I have personal knowledge of the facts set forth herein.³ JLL was retained pursuant to the Real Estate Services Agreement, a copy of which is attached as Exhibit A of the Application (the "Real Estate Services Agreement").

2. I submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2014(a) and 2016(a) of the Federal

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

³ Certain disclosures herein relate to matters within the personal knowledge of other professionals at JLL and are based on information provided to me by them.

Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”). The facts set forth in this Declaration are based upon my personal knowledge, information and belief, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of JLL under my supervision and direction. If called and sworn as a witness, I could and would testify competently to the facts set forth herein.

3. JLL has served as real estate advisors and consultants for over 25 years. JLL has experience in virtually all aspects of the disposition of and negotiation of leasehold interests that may arise in connection with the proposed representations. Further, JLL frequently serves as real estate consultant to debtors in other large bankruptcy cases in this circuit and across the country. *See, e.g., In re Packable Holdings, Llc F/K/A Entourage Commerce, Llc, et al.*, No. 22-10797 (CTG) (Bankr. D. Del. Oct. 24, 2022) [Docket No. 251]; *In re Celadon Grp., Inc.*, No. 19-12606 (KBO) (Bankr. D. Del. Mar. 13, 2020) [Docket No. 706]; *In re Westinghouse Electric Co., et al.*, No. 17-10751 (MEW) (Bankr. S.D.N.Y. July 23, 2017) [Docket No. 965]; *In re SFX Entertainment, Inc.*, No. 16-10238 (MFW) (Bankr. D. Del. May 24, 2016) [Docket No. 647]; *In re Orlando Gateway Partners, LLC*, No. 16- 03448 (KSJ) (Bankr. M.D. Fla. Apr. 21, 2016) [Docket No. 216]; *In re RDA Holdings Co., et al.* No. 13-22233 (RDD) (Bankr. S.D.N.Y. Sept. 4, 2013) [Docket No. 657].

4. To the best of my knowledge, based on the results of research conducted to date, JLL (i) does not hold any interest materially adverse to the Debtors’ estates; (ii) other than as otherwise described in this Declaration, has no connection with the Debtors, their creditors, equity security holders, any other party in interest, or related parties herein; and (iii) is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section

1107(b) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code, except as may be set forth in this Declaration. To assist in coming to this conclusion, JLL obtained from the Debtors' proposed counsel the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (the "Potential Parties in Interest"), which parties are listed on Schedule 1 to this Declaration. As set forth on Schedule 2 to this Declaration, after an initial review of the entities listed on Schedule 1, JLL has identified several entities that JLL either currently represents or has, in the last six months, represented. None of these representations involve the Debtors or their real property and none of the entities listed account for even 1% of JLL's annual revenues. JLL is conducting a more thorough review of the Potential Parties in Interest and agrees to promptly supplement this Declaration, and Schedule 2, if necessary.

5. Based on JLL's internal conflicts procedures and review of any results in connection therewith, except as set forth above, JLL represents that, to the best of its knowledge, JLL knows of no fact or situation that would represent a conflict of interest for JLL with regard to the Debtors.

6. To the best of my knowledge, information, and belief, after reasonable inquiry, none of JLL's professionals and employees who will work on the engagement (a) have any connection with the United States Trustee for the District of New Jersey (the "U.S. Trustee"), or any employee in the Office of the U.S. Trustee; or (b) are related or connected to any United States Bankruptcy Judge for the District of New Jersey, except as otherwise set forth herein.

7. To the best of my knowledge, information, and belief, after reasonable inquiry, JLL's professionals and employees who will work on the engagement have not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, these chapter 11 cases.

8. Certain of JLL's employees, managing directors, board members, equity holders, or an affiliate of any of the foregoing may have financial accounts or insurance relationships with a Potential Party in Interest.

9. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, neither I nor JLL has entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases, (a) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) for payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) for payment of compensation in connection with these Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

10. Accordingly, except as otherwise set forth herein, insofar as I have been able to determine, based on the results of research conducted to date, neither I, JLL, nor any JLL personnel holds or represents any interest adverse to the Debtors or their estates, and JLL is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that professionals and employees of JLL who will work on the engagement:

- a. are not creditors, equity security holders, or insiders of the Debtors;
- b. were not, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- c. do not have an interest materially adverse to the interest of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

11. Given the size of JLL and the breadth of JLL's client base, however, it is possible that JLL may now or in the future be retained by one or more of the Potential Parties in Interest in unrelated matters without my knowledge. To the extent that JLL discovers or enters into any new, material relationship that may give rise to a conflict, it will supplement this declaration.

12. During the 90-day period prior to the commencement of these cases, JLL was not paid any fees in connection with any Services rendered on behalf of the Debtors.

13. Other than as disclosed herein, JLL has no relationship with the Debtors of which I am aware after due inquiry.

14. Based upon the foregoing, except as otherwise set forth herein, to the best of my knowledge, information, and belief, JLL is not a creditor, equity security holder or an insider of the Debtors. Additionally, except as otherwise set forth herein, to the best of my knowledge, information, and belief, no professional or employee of JLL who will work on the engagement is a creditor, equity security holder, or an insider of the Debtors. Finally, except as otherwise set forth herein, to the best of my knowledge, information, and belief, no professional or employee of JLL who will work on the engagement is or was, within two years before the Petition Date, a director, officer, or employee of any of the Debtors.

15. The Real Estate Services Agreement includes standard and customary terms contained in JLL's engagement letters and service agreements both in and outside of bankruptcy cases, including the standard practice in JLL's industry of professionals providing services relating to lease modifications and lease and property sales to be compensated on a flat fee percentage basis, rather than on an incremental basis, for such services. Based on my experience in the market for real estate consultant and advisory services, the Indemnification Provision is similar to the

indemnification provisions in engagement letters of other similarly situated real estate consultant firms in engagements both in and outside of bankruptcy.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: May 15, 2023

/s/ David Knee

David Knee

Vice Chairman

Jones Lang LaSalle Americas, Inc.

SCHEDULE 1

List of Schedules

<u>Schedule</u>	<u>Category</u>
1(a)	Debtor
1(b)	Non-Debtor Affiliate
1(c)	Director/Officer
1(d)	Equity Shareholder
1(e)	Bondholder
1(f)	Debtor Professional
1(g)	Depository Banks
1(h)	Freight Provider
1(i)	Guarantor
1(j)	Insurance Provider
1(k)	Interested Party
1(l)	Landlord
1(m)	Lender Advisor
1(n)	Letter of Credit Beneficiary
1(o)	Letter of Credit Provider
1(p)	Litigation
1(q)	Office of the United States Trustee & Judge
1(r)	Ordinary Course Professional
1(s)	Secured Lender
1(t)	Trade
1(u)	UCC Lien
1(v)	Unsecured Noteholder
1(w)	Utility Provider

SCHEDULE 1(a)

Debtor

Alamo Bed Bath & Beyond Inc.	Buy Buy Baby of Rockville Inc.
BBB Canada LP Inc.	Buy Buy Baby of Totowa Inc.
BBB Value Services Inc.	BWAO LLC
BBBY Management Corp.	Chef C Holdings LLC
BBBYCF LLC	Decorist LLC
BBBYTF LLC	Deerbrook Bed Bath & Beyond Inc.
Bed Bath & Beyond Inc.	Harmon of Brentwood Inc.
Bed Bath & Beyond of Annapolis Inc.	Harmon of Caldwell Inc.
Bed Bath & Beyond of Arundel Inc.	Harmon of Carlstadt Inc.
Bed Bath & Beyond of Baton Rouge Inc.	Harmon of Franklin Inc.
Bed Bath & Beyond of Birmingham Inc.	Harmon of Greenbrook II Inc.
Bed Bath & Beyond of Bridgewater Inc.	Harmon of Hackensack Inc.
Bed Bath & Beyond of California LLC	Harmon of Hanover Inc.
Bed Bath & Beyond of Davenport Inc.	Harmon of Hartsdale Inc.
Bed Bath & Beyond of East Hanover Inc.	Harmon of Manalapan Inc.
Bed Bath & Beyond of Edgewater Inc.	Harmon of Massapequa Inc.
Bed Bath & Beyond of Falls Church Inc.	Harmon of Melville Inc.
Bed Bath & Beyond of Fashion Center Inc.	Harmon of New Rochelle Inc.
Bed Bath & Beyond of Frederick Inc.	Harmon of Newton Inc.
Bed Bath & Beyond of Gaithersburg Inc.	Harmon of Old Bridge Inc.
Bed Bath & Beyond of Gallery Place LLC	Harmon of Plainview Inc.
Bed Bath & Beyond of Knoxville Inc.	Harmon of Raritan Inc.
Bed Bath & Beyond of Lexington Inc.	Harmon of Rockaway Inc.
Bed Bath & Beyond of Lincoln Park Inc.	Harmon of Shrewsbury Inc.
Bed Bath & Beyond of Louisville Inc.	Harmon of Totowa Inc.
Bed Bath & Beyond of Mandeville Inc.	Harmon of Wayne Inc.
Bed Bath & Beyond of Manhattan Inc.	Harmon of Westfield Inc.
Bed Bath & Beyond of Norman Inc.	Harmon of Yonkers Inc.
Bed Bath & Beyond of Opry Inc.	Harmon Stores Inc.
Bed Bath & Beyond of Overland Park Inc.	Liberty Procurement Co. Inc.
Bed Bath & Beyond of Palm Desert Inc.	Of a Kind Inc.
Bed Bath & Beyond of Paradise Valley Inc.	One Kings Lane LLC
Bed Bath & Beyond of Pittsford Inc.	San Antonio Bed Bath & Beyond Inc.
Bed Bath & Beyond of Portland Inc.	Springfield Buy Buy Baby Inc.
Bed Bath & Beyond of Rockford Inc.	
Bed Bath & Beyond of St. Louis Inc.	
Bed Bath & Beyond of Towson Inc.	
Bed Bath & Beyond of Virginia Beach Inc.	
Bed Bath & Beyond of Waldorf Inc.	
Bed Bath & Beyond of Woodbridge Inc.	
Bed 'n Bath Stores Inc.	
Buy Buy Baby Inc.	

SCHEDULE 1(b)

Non-Debtor Affiliate

BBB Canada Ltd.
BBB Mexico L.L.C.
Bed Bath & Beyond Canada L.P.
Bed Bath & Beyond Mexico S. de R. de C.V.
Harmon of Roxbury, Inc.
Importadora BBBMex S. de R.L. de C.V.
Oak Insurance Company Inc.
Servicios BBBMex S. de R.L. de C.V.
Servicios, S. de R.L. de C.V.

SCHEDULE 1(c)

Director/Officer

Andrisano, Toni-Anne
Bowen, Marjorie
Crossen, Laura
Danzig, Mark
Dyer, Greg
Edelman, Harriet
Etlin, Holly
Foster, Jonathan
Fratanduono, Camille
Gove, Sue
Haddad, Wade
Kastin, David
Kim, Susie
Kirwan, Jeffrey
Lindblom, Scott
Lombard, Shelly
Markoe, Lynda
Schechter, Joshua
Shah, Minesh
Sichel, Bart
Sirhal, Mara
Weiss, Andrea
Wu, Patty
Yerger, Ann

SCHEDULE 1(d)

Equity Shareholder

BlackRock Inc.

Vanguard Group Inc., The

SCHEDULE 1(e)

Bondholder

1832 Asset Management LP	Finlabo SIM SpA
AllianceBernstein LP	Flow Traders U.S. LLC
Alta Capital Management LLC	Foxhill Capital Partners LLC
Altrius Capital Management Inc.	Franklin Advisers Inc.
Ameritas Life Insurance Corp. of New York	GIA Partners LLC
APG Asset Management US Inc.	Goldman Sachs Asset Management LP (US)
AQS Asset Management LLC	GSO Capital Partners LP
Aristotle Capital Management LLC	Healthcare of Ontario Pension Plan
Asset Allocation & Management Co. LLC	Highbridge Capital Management LLC
Aviary Capital Enterprises Inc.	Hotchkis & Wiley Capital Management LLC
Banco de Sabadell SA	HSBC Bank PLC
Bank of America Merrill Lynch Proprietary Trading	International City Management Association Retirement Corp.
Barclays Capital Inc.	Invesco Advisers Inc.
Bivium Capital Partners LLC	Invesco Capital Management LLC
BlackRock Advisors LLC	JPMorgan Investment Management Inc.
Blackstone Liquid Credit Strategies LLC	JPMorgan Securities LLC
BlueCrest Capital Management (U.K.) LLP	KSKJ Life American Slovenian Catholic Union
BNP Paribas Asset Management France	Lawson Kroeker Investment Management Inc.
BNP Paribas Securities Corp.	LM Capital Group LLC
BondBloxx Investment Management Corp.	Lombard Odier Asset Management Europe Ltd.
BVK- Beamtenversicherungskasse des Kantons Zurich	MacKay Shields LLC
Cable Car Capital LLC	Manhattan Life Insurance
California Public Employees Retirement System	Manning & Napier Advisors LLC
Canal Insurance Co.	Marathon Asset Management Ltd.
CapitalatWork - Foyer Group (Belgium)	Mellon Investments Corp.
Carillon Tower Advisers Inc.	Millennium Advisors LLC
CastleKnight Management LP	Miller Value Partners LLC
Catholic Family Fraternal of Texas	Mirabaud Asset Management Ltd.
Chartwell Investment Partners LLC	Mont Blanc Capital Management AG
Chicago Capital LLC	Morgan Stanley & Co. LLC
CIGNA Investments Inc.	Murchinson LP
Citigroup Global Markets Inc.	Muzinich & Co. Inc.
Croatian Fraternal Union of America	Napier Park Global Capital (US) LP
CTC Alternative Strategies Ltd.	New Jersey, State of, Division of Investment New York, City of (NY), Comptroller's Office
DBX Advisors LLC	Northern Trust Global Investments Ltd.
Deutsche Bank Securities Inc.	
Diamond Insurance Group Ltd.	
FBL Investment Management Services Inc.	
Fidelity Management & Research Co. LLC	

Northwestern Mutual Investment
Management Co. LLC
Nykredit Bank AS
Oppenheimer Asset Management Inc.
Pension Reserves Investment Management
Board
PFA Asset Management AS
PGIM Inc.
Pharus Management SA
PNC Bank NA
Russell Investment Management LLC
Safeway Insurance Group
Safra Securities LLC
Seix Investment Advisors LLC
Selected Funeral & Life Insurance Co.
SG Americas Securities LLC
Shlomo Holdings Ltd.
SMH Capital Advisors LLC
Squarepoint OPS LLC
State Street Global Advisors
SumRidge Partners LLC
Tennessee Farmers Mutual Insurance Co.
TOBAM
UBS Securities LLC
USA Life One Insurance Co. of Indiana
Van Eck Associates Corp.
Verition Fund Management LLC
Virtus Investment Advisers Inc.
Western Asset Management Co. LLC
Zest SA

SCHEDULE 1(f)

Debtor Professional

A&G Realty Partners, LLC

AlixPartners LLP

Cole Schotz P.C.

Kirkland & Ellis LLP

Kirkland & Ellis International LLP

Kroll Restructuring Administration LLC

Lazard Frères & Co. LLC

SCHEDULE 1(g)

Depository Banks

Banco Popular
BB&T
Fifth Third
First Hawaiian
JPMorgan
Key Bank
Scotia Bank
SSB/Morgan Stanley
UBS
Union Bank
US Bank
Wells Fargo

SCHEDULE 1(h)

Freight Provider

Federal Express

SCHEDULE 1(i)

Guarantor

BBB Canada LP Inc.
BBB Canada Ltd.
BBB Value Services Inc.
BBBY Management Corp.
BBBYCF LLC
BBBYTF LLC
Bed Bath & Beyond Canada LP
Bed Bath & Beyond Inc.
Bed Bath & Beyond of California LLC
Bed 'n Bath Stores Inc.
Buy Buy Baby Inc.
BWAOLLC
Chef C Holdings LLC
Decorist LLC
Harmon Stores Inc.
Liberty Procurement Co. Inc.

SCHEDULE 1(j)

Insurance Provider

Ace Property & Casualty Insurance Co.
Affiliated FM Insurance Co.
AIG
AIG Insurance Co. of Canada
AIG Specialty Insurance Co.
Allianz Global Risks US Insurance Co.
Allied World Specialty Insurance Co.
Arch Insurance Co.
Arch Specialty Insurance Co.
Argonaut Insurance Co.
Axis Surplus Insurance Co.
Berkley Assurance Co.
Berkshire Hathaway Specialty Insurance Co.
Certain Underwriters at Lloyd's - Syndicate 1183 (Validus)
Continental Insurance Co.
Endurance American Insurance Co.
Factory Mutual Insurance Co.
Federal Insurance Co.
FM Global de Mexico SA De CV
General Security Indemnity Co. of Arizona
Great American Insurance Co.
Hudson Insurance Co.
Insurance Co. of the State of Pennsylvania, The
Insurance Corp. of British Columbia
Liberty Surplus Insurance Corp.
Lloyd's Syndicate 2623 (Beazley Furlonge Ltd.)
Mercer Insurance Co.
National Casualty Co.
National Union Fire Insurance Co. of Pittsburgh PA
Navigators Insurance Co.
Ohio Casualty Insurance Co., The
Old Republic Union Insurance Co.
Safety National Casualty Corp.
Safety Specialty Insurance Co.
Scottsdale Insurance Co.
Starr Surplus Lines Insurance Co.
State National Insurance Co. Inc.
Underwriters At Lloyd's London
XL Insurance America Inc.
Zurich American Insurance Co.

SCHEDULE 1(k)

Interested Party

Angelo Gordon
Ares Management Corp.
Authentic Brands Group Inc.
Blue Torch Capital LP
Centerbridge Partners LP
Cerberus Capital Management LP
Citigroup Inc.
Cohen, Ryan
CSC Generation Inc.
Hudson Bay Capital
Interweave Inc.
JPMorgan Chase & Co.
Michaels Stores Inc.
MidCap Financial LLC
Putman Investments
SB360 Capital Partners LLC
Silver Point Capital LP
Sleep Country Canada Holdings Inc.
Sycamore Partners Management LP

SCHEDULE 1(I)

Landlord

0509 CC Ocala Joint Venture	AK-SAR-BEN Village LLC
0534 Pensacola Cordova Land LLC	Alexander's Rego Shopping Center Inc.
101 & Scottsdale LLC	Alexandria Main Mall LLC
1019 Central Avenue Corp.	Almaden Plaza Shopping Center Inc.
12535 SE 82nd Ave LLC	Alpine Cherry Creek LLC
1301 East Gladstone Street Investors LLC	ALTO Northpoint LP
13555 TTN LLC	Amherst Crossing AMA Realty Ventures LLC
168th & Dodge LP	Anna Mscisz Trust
1700 Oxford Drive Partnership	Arapahoe Crossings LP
200-220 West 26 LLC	Arboretum Retail LLC
209-261 Junction Road Madison Investors LLC	ARC ASANDSC001 LLC
2180 Kings Highway DE LLC	ARC BHTVCMI001 LLC
2200 Lohman Ave. LLC	ARC CLORLFL001 LLC
270 Greenwich Street Associates LLC	ARC CLORLFL001 LLC-Lockbox
271 South Broadway LLC	ARC CPFAYNC001 LLC
28th Street Management Co. LLC	ARC PCBIRAL001 LLC
293-305 Route 22 East LLC	ARC PRLAWS001 LLC
31535 Southfield Road LLC	ARC SMWMBFL001 LLC
36 Monmouth Plaza LLC	ARC SSSEBFL001 LLC
3600 Long Beach Road, LLC	ARC TCMESTX001 LLC
4S Commons Partners LLC	ARG BBSCHIL001 LLC
555 9th Street LP	ARG CCALBNMOO1 LLC
5737-5848 North Elizabeth Street Holdings LLC	ARG FSBROWI001 LLC
6034 Azle Avenue LLC	ARG GFBOGKY001 LLC
675 AOA Owner LLC	ARG MPLTRAR001 LLC
81 Associates LLC	ARG PSALBNM001 LLC
A&W Acquisitions LLC	ARG SAABITX001 LLC
ABAH LLC	ARG SPSPRIL001 LLC
Aberdeen Commons Associates LLC	ARG SSSTRPA001 LLC
ABJ Group Advancement TX LLC	ARG TTRALNC001 LLC
Acadia Realty LP	Arrowhead Palms LLC
ACS Fort Smith Pavilion AR LLC	A-S 149 Island Gate Plaza LP
ACS Town Square Shopping Center IN LLC	A-S 156 HQSC LP
AE Holdings I LLC	Asbury Shops LLC
AGC Pacific Coast Plaza LLC	ATT OST Marketplace LLC
Agree 1031 LLC	AVR CPC Associates LLC
Agree Grand Chute WI LLC	B Comm Realty LLC
Agree LP	B33 Erie Marketplace II LLC
Airport Plaza LLC	B33 Maple Grove II LLC
AJG Enterprises LLC	Barrywoods Holdings LLC
	Basser-Kaufman Real Estate

Bayer Development Co. LLC
Bayshore Mall Partners
BBB Plaza Associates Ltd.
BBP Partners LLC
BCB Group Investments Tramonto
Marketplace LLC
BCC II LLC
Beatty LP
Bell Tower Shops LLC
Belleclaire Hotel LLC
Belz Investco GP
Benchmark-Clarence Associates LLC
Benderson 85-1 Trust
Benderson Properties Inc.
Berkshire Merrill Road LLC
BG Monmouth LLC
BIT Holdings Sixty-Three Inc.
BIT Investment Twenty Seven LLC
Bowles Village Center LLC
Boyer Spring Creek LLC
Bradenton I LLC
BRE DDR Fairfax Town Center LLC
BRE DDR Flatacres Marketplace LLC
BRE DDR IVA Southmont PA LLC
BRE DDR Lake Brandon Village LLC
BRE/Pearlridge LLC
BREIT Bingo Holdings LLC
Brentwood Plaza LLC
Bridgewater Falls Station LLC
Brighton Mall Associates LP
Bristol-Warner Investors LLC
Brixmor Arborland LLC
Brixmor GA Coastal Landing (FL) LLC
Brixmor GA Cobblestone Village at St.
Augustine LLC
Brixmor GA Delta Center (MI) LLC
Brixmor GA Fashion Corner LLC
Brixmor GA Springdale/Mobile LP
Brixmor GA Westminster LLC
Brixmor Hale Road LLC
Brixmor Holdings 6 SPE LLC
Brixmor Property Owner II LLC
Brixmor SPE 1 LLC
Brixmor/IA Delco Plaza LLC
Brixton Beaumont LLC
Brixton Rogue LLC

Broadway Belvedere LLC
Brookwood Capital Partners LLC
Brown Ranch Properties LP
Burlington Gateway LP
BV Southwind LLC
BV Waco Central Texas Marketplace LLC
BVA Avenue LLC
BVA Deerbrook SPE LLC
BVA Towne Square LLC
BVA Woodhill LLC
BVC Oakwood Commons Inc.
BVCV Union Plaza LLC
CAC Atlantic LLC
Cafaro Northwest Partnership, The
CAL Development LLC
Caldwell Mooney Partners II LP
Camden Village LLC
Candlewood Lake Road LLC
Canton Corners Ford Road LLC
Canton Marketplace Owner LLC
Canyon Park West LLC
Caparra Center Associates LLC
Capital Mall Land LLC
Capstone Marketplace LLC
Carson Valley Center LLC
Caruth Acquisition LP
Castle Ridge Associates
Casto-Oakbridge Venture Ltd.
CD 2007-CD5 Ed Noble Parkway LLC
Center Developments Oregon LLC
Centerra Retail Shops LLC
Centerton Square Owners LLC
Central Mall Port Arthur Realty Holding
LLC
Central Shopping Centers CC LLC
Centre at Deane Hill GP, The
Centre at Deane Hill LLC, The
CFH Realty III/Senset Valey LP
CFH Realty III/Sunset Valley LP
Champlain Center South Associates LLC
Chandler Festival SPE LLC
Chandler Village Center LLC
Charter Warwick LLC
Chase Green Mountain LP
Chenal Place Properties LLC
Cherry Hill Retail Partners LLC

Chico Crossroads LP
Christiana Town Center LLC
Closter Marketplace (EBA) LLC
CMR LP
Coastal Grand CMBS LLC
Cobb Place Property LLC
Cole MT Folsom CA LP
Cole San Marcos TX LLC
College Plaza Station LLC
Colonies-Pacific LLC, The
Columbia Square Kennewick LLC
Columbia Tech Center LLC
Columbiana Station E&A LLC
Columbus Town Center II LLC
Commons at Issaquah Inc.
Commons at Sugarhouse LC, The
Concord Investment Co.
Congressional North Associates LP
Congressional Plaza Associates LLC
Conroe Marketplace SC LP
Coral Sky Retail LLC
CP Venture Five-AV LLC
CP Venture Two LLC
CPC Gateway Plaza LLC
CPT Arlington Highlands 1 LP
CPT Louisville I LLC
CR Hagerstown LLC
CR Mount Pleasant LLC
CR Oakland Square LLC
CR West Ashley LLC
Credi Chattanooga LLC
Creekstone Juban I LLC
Crestview Hills Town Center LLC
Crocker Park Phase III LLC
Crossing at 288 Phase 2 Ltd., The
Crossroads Canada LLC
Crosswinds St. Pete LLC
Crystal Mall LLC
CSHV Woodlands II LP
CSM West Ridge Inc.
CT Center S.C. LP
CTC Phase II LLC
CVSC LLC
CW Northridge Plaza LLC
Dadeland Station Associates
Daly City Partners I LP

Daly City Serramonte Center LLC
Dartmouth Marketplace Associates LLC
Davenport CRG LLC
DC USA Operating Co. LLC
DDR Carolina Pavilion LP
DDR Creekside LP
DDR Del Sol LLC SE
DDR Guilford LLC
DDR Hendon Nassau Park II LP
DDR Southeast Loisdale LLC
DDR Southeast Snellville LLC
DDR Winter Garden LLC
DDRA Tanasbourne Town Center LLC
DDRM Shoppes of Ellenwood LLC
DDRTC Marketplace at Mill Creek LLC
DDRTC Village Crossing LLC
De Rito/Kimco Riverview LLC
Decatur Realty LLC
Dedham Real Estate Development LLC
Delco LLC
Delta & Delta Realty Trust
DeMoulas Super Markets Inc.
Denver West Village LP
Dewcom LLC
DFG-BBB Monroe LLC
Dickman & Chernotsky
Dierbergs Osage Beach LLC
Dillon Ridge Marketplace III LLC
DJD Partners 10 LLC
Dollinger-Ventura Associates
Dollinger-Westlake Associates
Donahue Schriber Realty Group LP
Dong Koo Kim & Jong Ok Kim Family
Trust, The
Dorcich-Vidovich
Dothan Pavilion Group LLC
Downey Landing SPE LLC
Downtown Summerlin
DPEG Fountains LP
Dreamland of Asheville Associates LLC
DRP Market Heights Property Owner LLC
DRP Tulsa Hills Property Owner LLC
DS Properties 18 LP
DT University Centre LP
DTL-SGW LLC
DTR1C-SGW LLC

DTS Properties LLC
Duluth (Gwinnett) SSR LLC
Durango Mall LLC
E&A Northeast LP
Eager Road Associates West LLC
East Chase Properties LLC
Easton Market LLC
Eastridge Mall Realty Holding LLC
Edens Plaza SC Owner LLC
Edgewood Retail LLC
Edison BRMA001 LLC
Edison BRMA002 LLC
Edison DENJ001 LLC
Edison EHNJ001 LLC
Edison NNVA001 LLC
EIG Grand Island LLC
EIG Wanamaker LLC
Elite Development Group LLC
Elmsford-119 Associates LLC
Empire East LLC
Encinitas Town Center Associates I LLC
Enid Two LLC
Epps Bridge Centre Property Co. LLC
Equity One (Florida Portfolio) LLC
Equity One (Northeast Portfolio) LLC
Equity One (Southeast Portfolio) LLC
EREP Broadway Commons I LLC
Evergreen -1-10 & Ray LLC
ExchangeRight Value-Add Portfolio 2
Master Lessee LLC
F&H Sinclair Properties
Fairview Shopping Center LLC
Family Center at Federal Way LLC, The
Farley Realty Associates
Federal Realty - Barracks Road (500-2070)
Federal Realty - Gratiot S.C. (500-1220)
Federal Realty Investment Trust
Federal Realty Investment Trust Property
#1180
Federal Realty Investment Trust Property
#1217
Federal Realty Partners LP
Federated Associates
FHS Promenade LLC
Fidelity Totowa Associates LLC
Finmarc Wildewood LLC

First Real Estate Investment Trust of New
Jersey Inc.
Five Points Revocable Trust
Flagler SC LLC
Flemington Retail LLC
Forest Plaza LLC
Forum Lone Star LP
FR Assembly Square LLC
FR Camelback Colonnade LLC
Franklin Park SC LLC
Freedom Group LLC
Frontier Plaza LLC
FW Ridge Rock Ltd.
G&I IX Kildeer LLC
G&I IX Primrose Marketplace LLC
G&I VII Carriage Crossing LLC
G3C Temple LLC
Gainesville Associates
Garfield-Southcenter LLC
Gateway Center Properties II LLC
Gateway Fairview Inc.
GBR Holmdel Plaza LLC
GC Ambassador Courtyard LLC
Germantown E&A LLC
GF Valdosta Mall LLC
GG Midlothian TC LLC
GG REIF I Gateway LLC
GGCal LLC
GK Holiday Village LLC
GKT Shoppes at Legacy Park LLC
Glacier 400 Wilbur LLC
Glimcher SuperMall Venture LLC
GLP Flint LLC
GM Realty of Bangor LLC
Golden Isles Plaza LLC
Golden Spectrum Property
Governors SPV LLC
Governors Square Plaza
Grand Mesa Center LLC
Grand Plaza Management LLC
Grandbridge Real Estate Capital LLC
Granite Park Retail LLC
GRE Altamonte LP
GRE Broadmoor LLC
Green Ridge Holdings LLC
Greendale 14 LLC

Greenwich Place Partners LLC
Grewe LP, The
Grove Court Shopping Center LLC
Hamilton Commons TEI Equities LLC
Hamilton Properties
Hamilton TC LLC
Hanes M. Owner LLC
HART Miracle Marketplace
Hart TC I-III LLC
Har-Zait LLC
Hastings Village Investment Co. LP
Hawthorne Investors 1 LLC
HCL Texas Avenue LLC
HCP Vista Ridge LLC
Heritage House South LLC
Heritage Plaza LLC
Herricks Mineola LLC
HGREIT Edmondson Road LLC
Highland Commons Associates LLC
Hill Management Services Inc.
Hingham Launch Property LLC
Hitchcock Plaza LLC
HLT Partnership LP
Holmdel GT LP
Houma LA LLC
HRTC I LLC
IA LaQuinta Pavilion LLC
IA Matthews Sycamore LLC
IA Sarasota Tamiami LLC
Ikea Property Inc.
IMI Huntsville LLC
Imperial Legacy Enterprises LLC
Inland Commercial Real Estate Services
LLC
Inland National Real Estate Services LLC
International Speedway Square Ltd.
IRC Retail Centers
IRC University Crossings LLC
Ireland Davie Ltd.
ISM Holdings Inc.
I-Southport LLC
ITAC 192 LLC
IVT Highlands at Flower Mound LP
IVT Parke Cedar Park LLC
Jaydor Bleeker Realty Sub II
JDN Real Estate Hamilton LP

Jefferson Pointe SPE LLC
Jeffrey Management Corp.
Jemal's Boulevard LLC
Jess Ranch Brea Retail XVI LLC
JG Elizabeth II LLC
JLP Kentwood
JLP-Harvard Park LLC
JLPK-Orange Park LLC
JLP-Novi LLC
Joule Las Palmas Owner LLC
Jubilee - Cranberry Equity LLC
Jubilee LP
Jubilee Square LLC
KBC Properties
KDMM LLC
Keene MZL LLC
KFT Enterprises No. 2 LP
Kiemle & Hagood Co.
Kimco Savannah 185 Inc.
KIR Brandon 011 LLC
KIR Bridgewater 573 LLC
KIR Montgomery 049 LLC
KIR Pasadena II LP
KIR Soncy LP
KIR Tukwila LP
KMO-361 (Paramus) LLC
Kraus-Anderson Inc.
KRG Avondale McDowell LLC
KRG Cool Springs LLC
KRG Leesburg Fort Evans LLC
KRG Livingston Center LLC
KRG Market Street Village LP
KRG McDonough Henry Town LLC
KRG Miami 19th Street II LLC
KRG New Hill Place LLC
KRG Plaza Green LLC
KRG Rivers Edge LLC
KRG Shops at Moore LLC
KRG Southlake LLC
KRG Sunland LP
KRG Temecula Commons LLC
KSI Cary 483 LLC
La Frontera Improvements LLC
La Habra Westridge Partners LP
Lake Success Shopping Center LLC
Lakeline Plaza LLC

Lakes Mall Realty LLC
Lane Avenue 450 LLC
LaSalle Shopping Center LLC
Levin Management Corp.
LG-BBB LLC
Lilac19 LP
Lindale Holdings II LLC
Lindale Holdings LLC
Livesey East LLC
Loja WTP LLC
LPC Retail Accounting
LTC Retail LLC
Lynchburg (Wards Crossing) LLC
M&D Real Estate LP
M&J Big Waterfront Market LLC
M.O.R. Snowden Square Limited
Partnership
Macerich Lakewood LP
Mad River Development LLC
Magnolia Commons SC LLC
Main Street at Exton LP
Mall at Gurnee Mills LLC
Mall at Potomac Mills LLC
Manalapan UE LLC
Manhattan Marketplace Shopping Center
LLC
Mansell Crossing Retail LP
Marin Country Mart LLC
Marketplace at Vernon Hills LLC
Marketplace West Partners LLC
Maverick Investors LLC
McAllen TX LLC
McKinley Mall Realty Holding LLC
MCS-Lancaster De Holding LP
MCV23 LLC
MDC Coastal I LLC
Medistar Parkwest JV Ltd.
Meridian Kellogg LLC
Meridian Mall LP
Metropolitan Life Insurance Co.
MFC Longview LLC
MFS Eastgate-I LLC
MGP IX Properties LLC
MGP XII Magnolia LLC
Middletown I Resources LP
Middletown Shopping Center I LP

Midstate Owner LLC
M-III Olathe Station Property LLC
Mishorim Gold Houston LLC
Mishorim Gold Properties LP
Mission Valley Shoppingtown LLC
Mission Viejo Freeway Center
Mississippi ADP LLC
ML-MJW Port Chester SC Owner LLC
MLO Great South Bay LLC
MM/PG (Bayfair) Properties LLC
Monroeville SC LP
Mooresville Crossing LP
Morris Plains Holding UE LLC
Mountain Grove Partners LLC
MP Northglenn LLC
MS Flowood LP
MSS Millburn Realty Co.
NADG/TRC Lakepointe LP
National Retail Properties LP
New Plan of West Ridge LLC
Newbridge LLC
Newburgh Mall Ventures LLC
NEWKOA LLC
NewMarket Square Ltd.
News Co. LLC
Newtown Bucks Associates LP
North Attleboro Marketplace II LLC
North Massepequa LLC
North Park Crossing LC
North Village Associates
Northeast Holdings LLC
Northgate Mall Partnership
Northington Mechanicsburg Investors LLC
Northville Retail Center Joint Venture LLC
Northway Mall Properties LLC
Northwoods III (San Antonio) LLC
NP Royal Ridge LLC
NPMC Retail LLC
NPP Development LLC
Oak Leaf Property Management LLC
Oak Street Investment Grade Net Lease
Fund Series 2021-1 LLC
Oak Street Investment Grade Net Lease
Fund Series 2021-2 LLC
Oakland Iron Works Associates
Oaks Square Joint Venture

Ogden CAP Properties LLC
Old Bridge Market Place II LLC
Olivet Kom LLC
OLP Champaign Inc.
Onni Burbank Town Center LLC
Oracle Plaza LLC
Orchard Hill Park
ORF V Sugarcreek Plaza LLC
ORF VII Felch Street LLC
ORF VII Pelican Place LLC
Overton Park Plaza Associates LLC
Pace - 64 Associates LLC
Pacific Coast Highway Property LLC
Pagosa Partners III Ltd.
Palouse Mall LLC
Panama City Beach Venture II LLC
PAPF Dimond LLC
PAPF Redding LLC
Pappas Laguna LP
Paramount JSM at Jenkintown LLC
Paramount Newco Realty LLC Upland
Paramount Plaza at Brick LLC
Park West Village Phase I LLC
Parkmall LLC
Parkway Crossing East Shopping Center LP
Partridge Equity Group I LLC
Patterson Place Durham LLC
Pavilions at Hartman Heritage LLC
Pearland RJR LLC
Pergament Mall of Staten Island LLC
Perrysburg Enterprise LLC
Petoskey Mall Associates LLC
PGS Burlington
Pinnacle North II LLC
Pioneer Hills SPE LLC
Pittsburgh Hilton Head Associates
Pivotal 650 California St. LLC
PL Dulles LLC
Pleasant Hill Crescent Drive Investors LLC
PMAT Waterside LLC
PMH Properties LLC
Pontiac Mall LP
Poughkeepsie Plaza Mall LLC
PP-Gaston Mall LLC
Premier Centre LLC
Premium Properties LLC

Prescott Gateway Mall Realty Holding LLC
Presidential Markets
Price/Baybrook Ltd.
PRLHC Annapolis Town Center Parole
162302
Promenade Delaware LLC
Promenade D'Iberville LLC, The
PRU/Desert Crossing II LLC
PTC TX Holdings LLC
PT-USRIF Meridian LLC
QCM Partners LLC
Quail Creek Crossing Ltd.
R&F Garden City LLC
R.E.D. Capital Management LLC
R.K. Associates VIII Inc.
R.K. Middletown LLC
RAF Jackson LLC
RAF Johnson City LLC
RAF Lake Charles LLC
Rainbow Arroyos Commons LLC
Rainier Colony Place Acquisitions LLC
Rainier Summit Woods Acquisitions LLC
Ramco-Gershenson Properties LP
Ramsey Interstate Center LLC
Ranch Town Center LLC
Rancho Dowlen LLC
Rancho Texarkana Investors LLC
Ravid Lake St. Louis II LLC
RCG-Sparks LLC
Realty Income Properties 27 LLC
Redfield Promenade LP
Redlands Joint Venture LLC
Regency Centers LP
Regent Shopping Center Inc.
Rehoboth Gateway LLC
Revesco (USA) Properties of Bozeman LP
Richards Clearview LLC
Ridge Park Square LLC
Ridgeport LP
River Park Properties II
Riverchase Crossings LLC
Riverdale Center North LLC
Riverview Plaza (E&A) LLC
Riviera Center Properties HITF
RK Coral Palm Plaza LLC
RK Hialeah LLC

RK Pembroke Pines LLC
RK Southington LLC
Rockaway Town Court LLC
Rockwall Crossing Ltd.
Rogers Retail LLC
ROIC California LLC
Rolling Hills Plaza LLC
Ronald Benderson 1995 Trust
Rosedale Commons LP
Rosemont 2019 LLC
Route 206 Northbound LLC
Roxville Associates
RPAI Butler Kinnelon LLC
RPAI King's Grant II LP
RPAI Lakewood LLC
RPAI San Antonio Huebner Oaks GP LLC
RPAI Southwest Management LLC
RPI Interests II Ltd.
RPT Realty LP
RPT Terra Nova Plaza LLC
RREEF America REIT II Corp. MM
Running Hill SP LLC
Ruscio Management LLC
Rushmore Crossing Associates LLC
RXR 620 Master Lessee LLC
S & E Realty Co. Inc.
Salmar Properties LLC
Sandusky Pavilion
Santa Fe Mall Property Owner LLC
Santa Rosa Town Center
SanTan MP LP
Santee Trolley Square 991 LP
Sanzari 89 Associates LP
Saul Holdings LP
Savi Ranch Group LLC
Sayville Plaza Development Co.
SBLO Barrett Pavilion LLC
SCA Tree 1 LLC
Schnitzer Stephanie LLC
Scottsdale Fiesta Retail Center LLC
SDC/Pacific/Youngman-Santa Ana
Seaview Acquisition LLC
Sebanc, Allan A.
Sebanc, Beverly M.
Section 14 Development Co.
SEP Augusta LLC

Seritage SRC Finance LLC
Serota Islip NC LLC
SF WH Property Owner LLC
Shadowwood Square Ltd.
Shelby Corners RE Holdings LLC
SHI Owner LLC
Shiloh Venture LLC
Shoppes at Hamilton Place CMBS LLC,
The
Shoppes at Wilton LLC, The
Shops at Summerlin South LP, The
Shops of Tupelo LLC, The
Shreve Center DE LLC
Shrewsbury Commons
Siegen Lane Properties LLC
Sigfeld Realty Marketplace LLC
Silvertown Inc.
Simon Property Group LP
Simsbury Commons LLC
SIPOC LLC
Sir Barton Place LLC
Site C LLC
Skyway Regional Shopping Center LLC
SLO Promenade DE LLC
SM Eastland Mall LLC
South Frisco Village SC LP
South Town Owner PR LLC
SOUTHAVEN TOWNE CENTER II LLC
Southgate Mall Montana II LLC
Southridge Plaza LLC
SP Bossier LLC
Sparkleberry Square
SPG Doral Retail Partners LLC
Spirit VC Victoria TX LLC
Spring Creek Improvements LLC
Spring Ridge LP
Springfield Plaza LLC
SREIT Palm Beach Lakes Blvd LLC
SRK Lady Lake 21 SPE LLC
SRL Crossings at Taylor LLC
St. Cloud Rainbow Village LLC
Star-West Chicago Ridge LLC
Stone Creek Retail LLC
Stop & Shop Supermarket Co. LLC, The
Stram Associates
Strip Delaware LLC, The

Studio City East 93K LLC
Sunbury Gardens Realty Co.
Sunmark Property LLC
Sunnybrook Partners LLC
Sunrise Mills (MLP) LP
Sunset & Vine Apartment
Sunset Hills Owner LLC
Super LLC
Surprise Marketplace Holdings LLC
SVAP II Creekwalk Village LLC
Sycamore Browns Valley LLC
Taft Corners Associates
Talisman Towson LP
Tamarack Village Shopping Center LP
Target Jefferson Boulevard LLC
TCSC LLC
Telegraph Marketplace Partners II LLC
TFP Limited Real Estate Development
THF Harrisonburg Crossings LLC
THF Shawnee Station LLC
THF/MRP Tiger Town LLC
Thoroughbred Village LLC
TJ Center LLC
TKG - Manchester Highlands Shopping
Center LLC
TKG Biscayne LLC
TKG Coral North LLC
TKG Logan Town Centre LP
TKG Monroe Louisiana 2 LLC
TKG Mountain View Plaza LLC
TKG Paxton Towne Center Development
LP
TKG Woodmen Commons LLC
TL Street Marketplace NE LLC
Totowa UE LLC
Tower Burlington LLC
Town & Country (CA) Station LP
Town Pointe Associates
TPC Stonewall Investors I LC
TPP 207 Brookhill LLC
TPP Bryant LLC
Trahwen LLC
TREA NW Forum at Carlsbad Owner LLC
Truss Realty Co.
TSO Winchester Station LP
Tucson Shopping Center LLC

Tyler Broadway/Centennial LP
UB Stamford LP
UE 675 Paterson Avenue LLC
UE 675 Route 1 LLC
UG2 Solon OH LP
UH US Lynncroft 2019 LLC
University Mall Realty LLC
University of Louisville Real Estate
Foundation Inc.
Uptown Group LLC
Urstadt Biddle Properties Inc.
US 41 AND I-285 Co. LLC
US REIF Joliet SC Fee LLC
USPP Fischer Market Place LLC
UTC LP
V & V 224 Ltd.
V&V Stores Inc.
Valencia Marketplace I LLC
Valley and Plainfield Associates LP
Valley Hills Mall LLC
Valley Square I LP
VAM Ltd.
Vestar Best In The West Property LLC
VF Center Associates LP
Village Developers
W/S Brunswick Properties II LLC
W/S Hadley Properties II LLC
W-ADP Harvest Junction OP Owner VIII
LLC
Waldorf Shopper's World
Wallace Real Estate Co.
Watchung Square Associates LLC
Water Tower Square Associates
Waterford Lakes Town Center LLC
WBP Central Associates LLC
WCK LC
Weatherford Dunhill LLC
Weingarten Nostat Inc.
Weingarten Realty Investors - Co. 001
West 64th Street LLC
Westgate Mall CMBS LLC
Westminster Crossing East LLC
Wethersfield Shopping Center LLC
WF Kingsbury Center LLC
White Goose LLC
Whitemak Associates

Whitemak Associates & PREIT
Whitestone Eldorado Plaza LLC
Widewaters Group Inc., The
Willowbrook Town Center LLC
Will-Ridge Associates LLC
Windsor Park Estates Silverdale LLC
WM Acquisition Delaware LLC
WM Associates LP
WMG Meadows LLC
Wood Stone Plano Partners LLC
Woolbright Wekiva LLC
WR Partners LLC
WRG Homestead LLC
WRI Mueller LLC
WRI/Raleigh LP
WRI-URS South Hill LLC
Wutsboro Associates LLC
ZP No. 171 LLC

SCHEDULE 1(m)

Lender Advisor

FTI Consulting Inc.
M3 Partners LP

SCHEDULE 1(n)

Letter of Credit Beneficiary

Agua Mansa Commerce Phase I
American Alternative Insurance (BBB)
American Alternative Insurance (CTS)
Arch Insurance Co.
BHF International Ltd.
Bissell International Trading
Breville USA Inc.
Chubb - Federal Insurance
CIT Group, The/Commercial Services
Dyson Canada Ltd.
Dyson Inc.
JB Hunt Transport Inc.
Mattel Inc.
Milberg Factors Inc.
Monahan Products LLC
National Cart LLC
Newell Brands Inc.
North American Corp. of Illinois
RXR 620 Master Lessee LLC
Safety National Casualty
Sentry Insurance
Travelers Casualty & Surety Co.
Trisura Insurance
United States Fidelity & Guaranty
Welspun USA Inc.
Whirlpool Corp.

SCHEDULE 1(o)

Letter of Credit Provider

Bank of America NA
JPMorgan Chase Bank NA

SCHEDULE 1(p)

Litigation

Abram, Harwick Chya
AML IP LLC
Amos, Sadina
Anderson, Carol
APS&EE
Augenbaum, Todd
Bell, Ema
Blue Cross Blue Shield (Anthem)
Burt-Deasy, Kelly
CA 5-15 West 125th LLC
CAC Atlantic LLC
Cahill, Doreen
California, State of
Cohen, Judith
Council for Education & Research on
Toxics
Davaco Inc.
Davis, Chuck
Decatur Mall
Design Toscano
Emcor Facilities Services Inc.
Environmental Health Advocates
Floriley Industries
Fox River Commons
Frederick, Randall
Freeman, Alan
Gastelum, Fernando
Georgiou, Katerina
Giebe, Michael
Hayden, Shadi
Hess, Donald
Johnson, Jeffrey
Kelly, Whitney
Kingston, Donette
Lopez, Florencia
Mediant Communications Inc.
Munday, Janice
Newburgh Mall Ventures
Only Kids Apparel LLC
Padilla, Elizabeth
Patrick, Jeremy
Place Services

Raslavich, Anna
Reimer, Ruhi
Richmond, Simon Nicholas
Sawgrass
Schaumburg, Village of (IL)
Si, Pengcheng
Smith, Patricia
Spalding, James
SSS Village at West Oaks
Systems LLC
Team Worldwide Corp.
Topalli, Leutrim
Waite, Joshua
Williams & Frost Specialty Group
World Market of Texas LLC

SCHEDULE 1(q)

Office of the United States Trustee & Judge

Alfaro, Adela
Altenburg, Jr., Andrew B.
Ardelean, Kirsten K.
Arendas, Francyne D.
Artis, Michael
Bielskie, Lauren
Clausen, Joanne E.
D'Auria, Peter J.
Dugan, Dianne P.
Ferguson, Kathryn C.
Fuentes, Neidy
Gambardella, Rosemary
Gerardi, David
Gravelle, Christine M.
Green, Tia
Hildebrandt, Martha
Kaplan, Michael B.
Kern, Joseph C.
Kropiewnicki, Daniel C.
McGee, Maggie
Meisel, Stacey L.
Nikolinos, Alexandria
Oppelt, Tina L.
Ortiz-Ng, Angeliza
Papalia, Vincent F.
Poslusny, Jr., Jerrold N.
Schneider, Robert J., Jr.
Shaarawy, Adam
Sherwood, John K.
Sponder, Jeffrey
Steele, Fran B.
Stives, James
Vara, Andrew
Ziemer, William J.

SCHEDULE 1(r)

Ordinary Course Professional

AnyBill
Avalara
Crowell & Morning LLP
Deloitte
Epstein Becker & Green PC
Faegre Drinker Biddle & Reath LLP
Greenspoon Marder LLP
Hill Ward & Henderson PA
Huth Reynolds LLP
Jackson Lewis PC
KPMG
Lerner David LLP
Lester Schwab Katz & Dwyer LLP
Mackay Law Inc.
McKool Smith
Morgan Lewis & Bockius LLP
Norton Rose Fulbright US LLP
Osler Hoskin & Harcourt LLP
Perkins Coie LLP
PricewaterhouseCoopers International Ltd.
Pryor Cashman
Riker, Danzig, Scherer, Hyland & Perretti LLP
Transaction Tax Resources Inc.
Vintage Law LLC

SCHEDULE 1(s)

Secured Lender

Bank of America NA
Bank of Montreal
Capital One NA
Goldman Sachs Bank USA
JPMorgan Chase Bank NA
MUFG Union Bank NA
PNC Bank NA
Sixth Street Lending Partners
Sixth Street Specialty Lending Inc.
TAO Talents LLC
TD Bank NA
Truist Bank
Webster Bank
Wells Fargo Bank NA

SCHEDULE 1(t)

Trade

Accenture LLP	Crossmark Inc.
Acosta Inc.	Crystal of America
ActionLink Services LLC	Cuisinart Inc.
Aden & Anais Inc.	Cybersource Corp.
Adobe Systems Inc.	Data Networks
Afa Protective Systems Inc.	Datapipe Inc.
Akamai Technologies Inc.	Davaco Inc.
Apollo Retail Specialists LLC	Deloitte Consulting LLP
Applied Predictive	Design Productions
Appriss Retail	Displaymax Inc.
Artsana USA Inc.	DRM Waste Management Inc.
Assemble Partners	Dyson Canada Ltd.
Atlas Sign Industries Inc.	Dyson Inc.
Babybjorn Inc.	E. Mishan & Sons Inc.
Bay Island LLC	Euro-Line Appliances Inc./CA/VDC
Beachwaver Co., The	Evenflo Co. Inc.
Berkshire Blanket & Home Co. Inc.	Everyday Health Inc.
Blendjet Inc.	Exploramed NC7 Inc.
Blue Yonder Inc.	F 3 Metalworx Inc.
Breville USA Inc.	Facebook Inc.
Bridgetree LLC	Federal Heath Sign Co. LLC
Britax Child Safety Inc.	Federated Service Solutions
Broadridge	First Data Corp. Integrated Pay
Butterblu LLC	Fisher Price Baby Gear
Caliber Americas LLC	Fisher Price Toys
Caraway Home Inc.	Flexprint LLC
Carpenter Co.	Fridababy LLC
Carrier Corp.	Funder America Inc.
CCA & B LLC	GFA Inc.
Cella Inc.	Gibson Overseas Inc.
Centric Software Inc.	Ginsey Industries Inc.
Chain Store Maintenance Inc.	Gotham Technology Group LLC
Cisco Systems Capital Corp.	Granite Telecommunications LLC
CitrusAd International Inc.	Hallmart Collectibles Inc.
Cleary Gottlieb Steen & Hamilton LLP	Halo Innovations Inc.
Comfort Revolution	Halo Innovations Inc./VDC
Comm Works LLC	Hilco Merchant Resources LLC
Commerce Technologies LLC	Himatsingka America Inc.
Commission Junction Inc.	Holt Construction Corp.
Continental Web Press Inc.	Homedics USA LLC
Copper Pearl Inc.	Hudson's Holiday Helpers
Coway USA Inc.	IBM Corp. TR4

IDX LLC
Inside Edge Commercial Interior Services
LLC
Intelligrated Systems LLC
Intersoft Data Labs Inc.
Iron Mountain Records Management
Services
Itential Inc.
JB Hunt Transport Inc.
Jonathan Y Designs Inc.
KAZ USA Inc. PUR
KDM POP Solutions Group
Keeco LLC / Poly-Filled Bed Pillow
Kepler Group LLC
Keurig Green Mountain Inc.
KitchenAid Portable Appliances
Knot Worldwide Inc., The
Kone Inc.
KPMG LLP
KPRS Construction Services Inc.
Kreber Inc.
Krups Rowenta Inc.
Lennox National Account Services Inc.
Levtex LLC
Lifetime Brands Inc.
Logixal Inc.
M Booth & Associates LLC
Madix Inc.
Manhattan Associates Inc.
Marlite Inc.
MCG Architecture
Merchsource LLC
Merkle Inc.
Metro One Loss Prevention Services Group
Inc.
Microsoft Online Inc.
Million Dollar Baby/VDC
Mirakl Inc.
Mle Development Ltd.
Mobile Mini Texas Ltd.
Modern Space Pacific Services
Morning Consult LLC, The
My Move LLC
Narrativ Co. Inc., The
National Tree Co.
Navco Security Systems

NCR Corp.
Newell Brands Canada ULC/CA/VDC
Noritake/VDC
North American Corp.
NTT America Inc.
OMI Industries Inc.
One Network Enterprises Inc.
Oracle America Inc.
Pem America Inc.
Philips Consumer Lifestyle BV
Ping Identity Corp.
Pinterest Inc.
Place Services Inc.
Premier Workforce Inc.
PRGX USA Inc.
Pros Choice Beauty Care Inc.
Quantum Metric Inc.
Rackspace Hosting Inc.
Redwood Supply Chain Solutions
Resource Plus of North Florida Inc.
ReStore Capital LLC
Richards Homewares Inc.
Riskified Inc.
RR Donnelley & Sons Co.
Ryder Integrated Logistics Inc.
Safavieh Inc.
Sailpoint Technologies Inc.
Salesforce.Com Inc.
Sama Plastics Corp.
SAS Institute Inc.
SBC Advertising Ltd.
Schneider Logistics Inc.
SF Home Decor LLC
Sharkninja Operating LLC
Simply Mommy LLC/Snuggle Me
Skip Hop Inc.
Spin Master Inc.
St. George Distribution Corp.
Storflex Fixture Corp.
Studio Mococo LLC
Sumologic Inc.
Sun Industrial Inc.
Sunbeam Products Inc./Calphalon
Swiftwin Solutions Inc.
Tata Consultancy Services Ltd.
Tealium Inc.

Technibilt Ltd.
Tempur-Pedic North America LLC
Teradata Corp. Inc.
Testrite Products Corp.
Tineco Intelligent Inc.
Tms Construction Inc.
Toshiba GCS
Tyco Integrated Security LLC
Udisense Inc./Nanit
United Rentals Inc.
US Maintenance
VeriFone Inc.
Verizon Business Network Services Inc.
Verizon Wireless Services LLC
Vornado Air LLC
Walker Edison Furniture Co. LLC
Wamsutta
Werner National LLC
Wesco Services LLC
William Carter Co.
Williams & Frost Specialty Group
Wilton Industries Inc.
World Distribution Services
Wunderkind Corp.
Yard NYC
Zadro Inc.
Zemoga Inc.
Zipline LLC

SCHEDULE 1(u)

UCC Lien

American Greetings Corp.
Dimension Data North America Inc.
Hallmark Marketing Co. LLC
JPMorgan Chase Bank NA
Papyrus-Recycled Greetings Inc.
Somerset Capital Group Ltd.
Voxx Accessories Corp.

SCHEDULE 1(v)

Unsecured Noteholder

1832 Asset Management LP
AllianceBernstein LP (US)
Alta Capital Management LLC
Altrius Capital Management Inc.
Ameritas Life Insurance Corp. of New York
APG Asset Management US Inc.
AQS Asset Management LLC
Aristotle Capital Management LLC
Asset Allocation & Management Co. LLC
Aviary Capital Enterprises Inc.
Banco de Sabadell SA
Bank of America Merrill Lynch Proprietary
Trading
Barclays Capital Inc.
Bivium Capital Partners LLC
BlackRock Advisors LLC
Blackstone Liquid Credit Strategies LLC
BlueCrest Capital Management (U.K.) LLP
BNP Paribas Asset Management France
BNP Paribas Securities Corp.
BondBloxx Investment Management Corp.
BVK- Beamtenversicherungskasse des
Kantons Zurich
Cable Car Capital LLC
California Public Employees Retirement
System
Canal Insurance Co.
CapitalatWork Foyer Group SA
Carillon Tower Advisers Inc.
CastleKnight Management LP
Catholic Family Fraternal of Texas
Chartwell Investment Partners LLC
Chicago Capital LLC
CIGNA Investments Inc.
Citigroup Global Markets Inc.
Croatian Fraternal Union of America
CTC Alternative Strategies Ltd.
DBX Advisors LLC
Deutsche Bank Securities Inc.
Diamond Insurance Group Ltd.
FBL Investment Management Services Inc.
Fidelity Management & Research Co. LLC

Finlabo SIM SpA
Flow Traders U.S. LLC
Foxhill Capital Partners LLC
Franklin Advisers Inc.
GIA Partners LLC
Goldman Sachs Asset Management LP (US)
GSO Capital Partners LP
Healthcare of Ontario Pension Plan
Highbridge Capital Management LLC
Hotchkis & Wiley Capital Management
LLC
HSBC Bank PLC
International City Management Association
Retirement Corp.
Invesco Advisers Inc.
Invesco Capital Management LLC
JPMorgan Investment Management Inc.
JPMorgan Securities LLC
KSKJ Life American Slovenian Catholic
Union
Lawson Kroeker Investment Management
Inc.
LM Capital Group LLC
Lombard Odier Asset Management Europe
Ltd.
MacKay Shields LLC
Manhattan Life Insurance
Manning & Napier Advisers LLC
Marathon Asset Management Ltd.
Mellon Investments Corp.
Millennium Advisers LLC
Miller Value Partners LLC
Mirabaud Asset Management Ltd.
Mont Blanc Capital Management AG
Morgan Stanley & Co. LLC
Murchinson LP
Muzinich & Co. Inc.
Napier Park Global Capital (US) LP
New Jersey, State of, Division of Investment
New York, City of (NY), Comptroller's
Office
Northern Trust Global Investments Ltd.

Northwestern Mutual Investment
Management Co. LLC
Nykredit Bank AS
Oppenheimer Asset Management Inc.
Pension Reserves Investment Management
Board
PFA Asset Management AS
PGIM Inc.
Pharus Management SA
PNC Bank NA
Russell Investment Management LLC
Safeway Insurance Group
Safra Securities LLC
Seix Investment Advisors LLC
Selected Funeral & Life Insurance Co.
SG Americas Securities LLC
Shlomo Holdings Ltd.
SMH Capital Advisors LLC
Squarepoint OPS LLC
State Street Global Advisors
SumRidge Partners LLC
Tennessee Farmers Mutual Insurance Co.
TOBAM
UBS Securities LLC
USA Life One Insurance Co. of Indiana
Van Eck Associates Corp.
Verition Fund Management LLC
Virtus Investment Advisers Inc.
Western Asset Management Co. LLC
Zest SA

SCHEDULE 1(w)

Utility Provider

Aberdeen, Town of (NC)	Auburn, City of
Abilene, City of (TX)	Auburn, Town of
AES Indiana	Augusta Utilities Department
AES Ohio	Aurora Water
Aiken, City of (SC)	Austin, City of (TX)
Alabama Power Co.	Autoridad de Acueductos y Alcantarillados (Central)
Albuquerque Bernalillo County	Avista
Alderwood Water & Wastewater District	Avondale, City of (AZ)
Alectra Utilities	AW Billing Services LLC
Alectra Utilities Corp.	Bakersfield, City of (CA)
Alexandria, City of (LA)	Baldwin EMC
Alliant Energy IPL	Bangor Natural Gas
Alliant Energy WP&L	Bangor Water District
Alliant Energy WPL	Baton Rouge Water Co.
Altamonte Springs, City of (FL)	BC Hydro
Altoona Water Authority	BCWSA
Ameren Illinois	Beaches Energy Services
Ameren Missouri	Beaufort Jasper
American Electric Power	Beaumont, City of
American Water & Energy Savers	Beaverton, City of
American Water Works Co. Inc.	Bel Air, Town of (MD)
Ammon, City of (ID)	Belleville, City of (Ontario)
Ann Arbor, City of (MI), Water Utilities	Bellingham, City of (WA)
Antioch, City of	Bend, City of (OR), Utilities
Appalachian Power	Benton PUD
Apple Valley, City of (MN)	Berkshire Gas Co.
APS	Beverly Hills Water Department
Aqua Illinois Inc.	BGE
Aqua Indiana	Billings, City of (MT)
Aqua New Jersey	Bismark, City of (ND), Water Department
Aqua Ohio Inc.	Black Hills Energy
Aqua Pennsylvania	Boca Raton, City of (FL)
Aquarion Water Co. of CT	Boise City Utility Billing
Arkansas Oklahoma Gas Corp.	Bossier City Utilities Department
Arnold Line Water	Bowling Green Muni Utilities
Asheville, City of (NC)	Boynton Beach, City of (FL)
Ashwaubenon Water & Sewer Utilities	Bozeman, City of (MT)
ATCO Energy	Bradley, Village of (IL)
Atlanta, City of (GA)	Braintree Electric Light Department
Atlantic City Electric	Braintree Water & Sewer Department
Atmos Energy	Brantford Power Inc.
Auburn Water District	

Brantford, City of (Ontario)
Brazoria County Mud #6
Brick Township MUA
Brighton, City of
BrightRidge
Bristol Tennessee Essential Service
Bristol, City of (TN), Finance Department
Brixmor Holdings 11 SPE LLC
Brodhead Creek Regional Authority
Brookfield, City of (WI), Utilities
Broward County Water & Wastewater
Services
Brunswick Glynn County Joint
Buena Park, City of (CA)
Buford, City of (GA)
Burlington, City of (NC)
Burlington, Town of
Butler County Water & Sewer Department
Butler, Borough of (NJ)
California Water Service
California Water Service Co.
Cambridge, Corporation of the City of
(Ontario)
Canton Township Water Department
Cape Coral, City of (FL)
Cape Fear Public Utility Authority
Capital Electric Cooperative Inc.
Carbondale Water & Sewer
Carle Place Water District
Carroll Electric Cooperative Corp.
Cary, Town of (NC)
Cascade Natural Gas
Caseyville Township Sewer
Cass County Electric Cooperative
Cedar Rapids Municipal Utility
Centerpoint Energy
Central Arkansas Water
Central Hudson Gas & Electric Corp.
Central Maine Power
Chandler, City of (AZ)
Charles County Government
Charleston Water System
Charlotte, County of (FL), Utilities
Charlottesville, City of (VA)
Charter Township of Chesterfield
Charter Township of Meridian

Chattanooga Gas
Chattanooga, City of (TN)
Chesterfield, County of (VA)
Chicago Ridge, Village of (IL)
Christiansburg, Town of (VA)
Chugach Electric Association
Citizens Energy Group
Citizens Westfield Utilities
City Utilities
City Water, Light & Power
Clackamas River Water
Claremont, City of (NC)
Clark County Water Reclamation District
Clark Public Utilities
Clarksville Department of Electricty
Clarksville Gas & Water
Clarksville Wastewater Treatment
Department
Clearwater, City of
Cleco Power LLC
Cleveland, City of (OH), Division of Water
Coachella Valley Water District
Coast EPA
Cocoa, City of (FL)
Coeur d'Alene, City of (ID)
Cole MT San Marcos TX LLC
College Station Utilities
Collier County Utilities
Colonie, Village of (NY), Water District
Colorado Springs Utilities
Columbia Gas of Kentucky
Columbia Gas of Maryland
Columbia Gas of Ohio
Columbia Gas of Pennsylvania
Columbia Gas of Virginia
Columbia, City of (MO)
Columbus Water Works
ComED
Con Edison
Concord, City of (NH)
Connecticut Natural Gas Corp.
Connecticut Water Co., The
Conroe, City of (TX)
Conservice
Consolidated Edison Co. of NY
Consolidated Utility District

Consolidated Waterworks Dist 1
Consumers Energy
Contra Costa Water District
Coral Springs Improvement District
Coralville, City of (IA)
Core Electric Cooperative
Corpus Christi, City of (TX)
Cortlandt, Town of (NY)
Coserv
Cowlitz PUD
CPS Energy
Crystal Lake, City of (IL)
Cuivre River Electric Cooperative
Dakota Electric Association
Dallas, City of (TX)
Daly City, City of (CA)
Danvers, Town of (MA)
Danvers, Town of (MA), Water & Sewer
Daphne Utilities
Dartmouth, Town of (MA)
Davenport, City of
Dayton Power & Light Co.
Daytona Beach, City of (FL)
Dedham Westwood Water District
Delmarva Power
Delray Beach, City of (FL)
Delta, Charter Township of (MI)
Denton, City of (TX)
Denver Water
Destin Water Users Inc.
Diberville, City of (MS)
Dillon, Town of (CO)
Direct Energy Business LLC
Direct Energy Regulated Services
Dixie Electric Cooperative Inc.
Dominion Energy Inc.
Dominion Energy Ohio Inc.
Dominion Energy South Carolina Inc.
Dominion Energy Virginia Inc.
Dothan Utilities
Dothan, City of (AL)
Downers Grove Sanitary District (IL)
Downers Grove, Village of (IL)
Downey, City of (CA)
DTE Energy Co.
Dublin San Ramon Services District

Dubuque, City of (IA)
Duke Energy Corp.
Duke Energy Corp., Payment Processing
DuPage County Public Works
Duquesne Light Co.
Durham, City of (NC)
East Brunswick Township Water Sewer
East Hanover, Town of (NJ)
East Lampeter, Township of (PA)
Easton Suburban Water Authority (PA)
Eastward Energy Inc.
Edmond, City of (OK)
El Paso Electric
El Paso Water Utilities Inc.
Electric City Utilities
Elexicon Energy
Elizabethtown Gas Co.
Elizabethtown, City of (KY), Utilities
Elmsford, Village of (NY)
Enbridge
Enbridge Gas Distribution Inc.
Enbridge Gas Inc.
Energie NB Power
Energy West Montana Inc.
Energy+ Inc.
Engie Resources LLC
ENMAX
Enstar Group Ltd.
Entergy Corp.
Entergy Texas Inc.
EPB Ltd.
EPCOR Electricity Distribution Inc.
EPCOR Inc.
Erie, County of (OH), Sewer & Water
Eugene Water & Electric Board
Eules, City of (TX)
Eureka, City of (CA)
Eversource Energy
Fairclough Propane
Fairfax Water
Fargo, City of (ND)
Fayetteville Public Works Commission
Federal Realty Investment Trust
First Real Estate Investment Trust
Flathead Electric Cooperative Inc.

Flint Electric Membership Corp.
Florence Utilities Dept.
Florence, City of
Florida City Gas
Florida Power & Light Co.
Florida Power & Light Northwest FL
Florida Public Utilities Co. Inc.
Flower Mound, Town of (TX)
Flowood, City of (MS)
Fort Bend Co. Water Control &
Improvement District #2
Fort Collins Utilities
Fort Lauderdale, City of (FL)
Fort Wayne, City of (IN), Water Utilities
Fort Worth, City of (TX), Water Department
FortisBC Electricity
FortisBC Natural Gas
Foxborough, Town of (MA)
Frankfort, Village of (NY)
Franklin, City of (IN), Board of Public
Works
Frederick, County of (MD)
Fredericksburg, City of
Fredericton, City of (New Brunswick)
Fresno, City of (CA)
Frisco, City of (TX)
Fruitland Mutual Water Co.
Fruitport, Charter Township of (MI)
Gainesville Regional Utilities
Gainesville, City of
Gas Co., The
Gastonia, City of (NC)
Geneva, City of
Georgia Natural Gas Co.
Georgia Power Co.
Gilbert, Town of (AZ)
Glendale, City of (CA)
Glendora, City of (CA)
Glenwood Springs, City of (CO)
Golden State Water Co.
Gordons Corner Water Co.
Government Services Union
Grand Chute Utilities
Grand Island, City of (NE), Utilities
Grand Traverse, County of (MI), Dept. of
Public Works

Greater Peoria Sanitary District
Green Mountain Power Corp.
Greenlawn Water District
Greensboro, City of (NC)
Greenville Utilities Commission
Greenville Water
Greenwood Sanitation Dept.
GRI-EQY Presidential Markets LLC
Gulf Power Co.
Gulf Shores, City of (AL)
Gurnee, Village of (IL)
Hadley, Town of
Hamilton, Township of (NJ)
Hardin, County of (KY), Water District #2
Harker Heights, City of (TX)
Harpeth Valley Utilities District
Harrisonburg Electric Commission
Harrisonburg, City of (VA)
Hattiesburg, City of (MS)
Hawaiian Electric Co.
Helena, City of (MT)
Hempstead, Town of (NY), Department of
Water
Henrico, County of (VA), Utility
Hernando, County of (FL), Utilities
Department
Hialeah, City of (FL)
Hickory, City of (NC)
Hill Management Services Inc.
Hillsborough, County of (FL), Board of
County Commissioners
Hingham Municipal Lighting Plant
Hixson Utility District
Holland Board of Public Works
Holland Charter, Township of (MI)
Honolulu, City & County of (HI)
Hope Gas
Hot Springs, City of (AK), Municipal
Utilities
Houston, City of (TX)
Howard, County of
HRSD
Huber Heights, City of (OH)
Humble, City of (TX)
Hummels Wharf Municipal Authority
Huntsville, City of (AL), Utilities

Hurst, City of (TX), Utility Billing
Hyannis Water System
Hydro One Networks Inc.
Hydro Ottawa
Idaho Power
Illuminating Co., The
Imperial Irrigation District
Independence, City of (MO)
Indian River, County of (FL), Utilities
Indiana American Water Co Inc.
Indianapolis Water Co.
Intermountain Gas Co.
Iowa American Water
Irving Energy
Issaquah, City of (WA)
Ithaca, City of (NY)
IVT Parke Cedar Park LLC
Jackson County Water & Sewerage
Authority
Jackson EMC
Jackson Energy Authority
Jackson, City of
Jacksonville, City of (FL)
JCP&L
JEA
Jersey Central Power & Light
JLP Cranberry Equity LLC
Johnson City Utility System
Johnson, County of (KS), Wastewater
Johnson, County of (KS), Water District 1
Joliet, City of (IL)
Joplin, City of (MO)
Jordan Tax Service Inc.
Jupiter Town of (FL)
Kalispell, City of (MT)
Kamloops, City of (British Columbia)
Kansas Gas Service
KCP&L
Keizer, City of (OR)
Kennewick, City of (WA)
Kentucky American Water
Kissimmee Utility Authority
Kitchener Wilmot Hydro Inc.
Kitchener, Corporation of the City of
(Ontario)
Kitsap, County of (WA), Public Works

Knoxville Utilities Board
La Habra, City of (CA)
La Plata Electric Association Inc.
Lady Lake, Town of (FL)
Lafayette, City of
Lake Apopka Natural Gas District
Lake Charles, City of (LA)
Lake Worth, City of
Lake, County of (OH), Department of
Utilities
Lake, County of (OH), Department Public
Works
Lakeland, City of (FL)
Lakewood, City of
Lakewood, City of (FL), Water District
Lansing Board of Water & Light
Las Cruces, City of (NM)
Lawton, City of (OK), Utility Services
LCEC
Lee, County of (FL), Utilities
Lenoir City Utilities Board
Leominster, City of (MA)
Lethbridge, City of (Alberta)
Lewisville, City of (TX)
Lexington Fayette Urban County
Government
LG&E & KU Energy LLC
Liberty Utilites
Liberty Utilities
Liberty Utilities Co.
Liberty Utilities Georgia
Liberty Utilities New Hampshire
Liberty Utilities New York
Lincoln Electric System
Livingston, Town of (NJ)
Logan, Township of
London Hydro
Longmont, City of (CO)
Longview, City of (WA)
Los Angeles, City of (CA), Department of
Water & Power
Los Angeles, County of (CA)
Loudoun Water
Louisville Gas & Electric
Louisville Water Co.
Loveland, City of (CO)

Lubbock, City of (TX)
Luma Energy
LUS
Lynchburg, City of (VA), Utility Billing
Lynnwood, City of (WA)
Madison Gas & Electric
Madison Suburban Utility District
Maine Natural Gas
Manatee County Utilities Department
Manchester, Town of
Mandeville, City of (LA)
Manhattan, City of (KS)
Manitoba Hydro
Mansfield, City of (TX)
Maple Grove, City of (MN)
Marietta Power Water
Marin Municipal Water District
Marina Coast Water District
Maritime Electric
Martin County Utilities
Maryland American Water
McKinney, City of (TX)
Medicine Hat, City of (Alberta)
Memphis Light Gas & Water Division
Mequon, City of (WI)
Merchantville Pennsauken Water
Meridian, City of
Mesa, City of (AZ)
Mesquite, City of (TX)
Metro Water Services
Metropolitan Domestic Water Improvement District (AZ)
Metropolitan St. Louis Sewer District
Metropolitan Utilities District
Miami Dade Water Sewer Department
Mid Carolina Electric Cooperative
Midamerican Energy Co.
Midamerican Energy Services
Middle Tennessee Electric
Middlesex Water Co.
Midland, City of (MI), Water Department
Milford Sewer Department
Milford Water Department
Mineola, Village of (NY)
Minnesota Energy Resources
Mishawaka Utilities

Missoula, City of (MT)
Missouri American Water
Modesto Irrigation District
Monarch Utilities
Monongahela Power
Monroe County Water Authority
Monroe, City of
Monroeville Municipal Authority
Monrovia, City of (CA)
Montana Dakota Utilities Co.
Montgomery Water Wrks & Sewer
Moore, City of (OK)
Morehead City, Town of (NC)
Morgantown Utility Board
Moscow, City of (ID)
Moulton Niguel Water
Mount Laurel MUA
Mount Pleasant Waterworks
MTMSA
Municipality of Bethel Park
Myrtle Beach, City of (FL)
Naperville, City of (IL)
Nashua Waste Water System
Nashville Electric Service
National Exemption Service
National Fuel Gas Co.
National Grid
NB Power
New Jersey American Water
New London, City of
New Mexico Gas Co.
New York City, City of (NY), Water Board
New York State Electric & Gas Corp.
Newburgh, Town of (NY)
Newmarket Tay Power Distribution Ltd.
Newport News Waterworks
Newport, City of
Newtown Artesian Water Co.
Nicor Gas
Nipsco
NJ Natural Gas Co.
Noblesville, City of (IN), Utilities
Normal, Town of (IL)
Norman, City of (OK)
North Attleborough Electric Department
North Attleborough, Town of (MA)

North Brunswick, Township of (NJ)
North Little Rock Electric
North Shore Gas
North Springs Improvement District
North Wales Water Authority
Northeast Ohio Region Sewer District
Northglenn, City of (CO)
Northville Township Water Department
Northwestern Energy
Northwestern Water & Sewer District
Nova Scotia Power Inc.
Novec
Novi, City of (MI)
NV Energy
NW Natural
Oakville Hydro
Ocala, City of (FL)
Oceanside, City of (CA)
Oconee County Water Resources
O'Fallon, City of (MO)
OGE
Ohio Edison
Okaloosa Gas District
Oklahoma Electric Cooperative Inc.
Oklahoma Natural Gas
Oklahoma, City of (OK)
Olivenhain Municipal Water District
Olympia, City of (WA)
Omaha Public Power District
Opelika Power Services
Opelika Utilities
Orange & Rockland
Orange County Water Resource
Commission
Orange, City of (FL), Utilities
Orem, City of (UT)
Orlando Utilities Commission
Osage Beach, City of (MO)
Ottawa, City of (Ontario)
Pacific Gas & Electric Co.
Pacific Power
Padre Dam Municipal Water District
Paducah Power System
Paducah Water
Palm Beach, County of (FL), Water Utility
Department

Palmetto Electric Cooperative
Palmetto Utilities Inc.
Paramount Newco Realty LLC
Paramus, Borough of (NJ)
Pasadena Water & Power
Pasadena, City of (CA), Water Department
Passaic Valley Water Commission
Pearl River Valley EPA
Peco Energy
Peco Payment Processing
Pedernales Electric Cooperative Inc.
Peel, Regional Municipality of (Ontario)
Pembroke Pines, City of (FL)
Penn Power
Pennichuck Water
Pennsylvania American Water
Pennsylvania Electric Co.
Peoples
Peoples Gas
Peoria, City of (IL)
Pepco
Perrysburg, City of (OH)
Petoskey, City of (MI)
PG&E
PGE
Pharr, City of (TX)
Phoenix, City of (AZ)
Piedmont Natural Gas
Pierce, County of (WA), Sewer
Pinellas, County of (FL), Utilities
Pittsfield, City of (MA)
Plano, City of (TX)
Plattsburgh, Town of (NY), Water & Sewer
Plymouth, Town of (MA)
PNM Resources Inc.
Port Arthur, City of (TX)
Portage, City of (IN)
Portland General Electric Co.
Portsmouth, City of (VA)
Potomac Edison Co., The
PowerStream Energy Services
PP&L Inc.
PPL Electric Utilities Corp.
PPL Utilities
Prince William County Service Authority
Inc.

Promenade Delaware LLC
PSE&G Co.
PSEG Long Island LLC
PSNC Energy
Public Service Co. of North Carolina
Public Service Co. Of Oklahoma
Public Utility District 1 Skagit Co.
Pueblo Board of Waterworks
Puget Sound Energy Inc.
Puyallup, City of (WA)
Queen Creek, Town of (AZ)
Quincy, City of (IL)
Raleigh, City of (NC)
Ramsey Board of Public Works
Rancho California Water District (CA)
Rapid City, City of (SD), Utility Billing Office
Raynham Center Water District
Realpage Utility Management Inc.
Red Deer, City of (Alberta)
Redding, City of (CA)
Redlands, City of (CA)
Redwood City, City of (CA)
Regina, City of (Saskatchewan)
Rehoboth Beach, City of (DE)
Reno, City of (NV), Utilities Department
Rhode Island Energy
Rib Mountain Sanitary District
Richmond, City of (VA)
Riverside Public Utilities
Riviera Utilities
Roanoke Gas Co.
Rochester Gas & Electric Corp.
Rochester Hills, City of (MI), Water & Sewer
Rochester Public Utilities
Rockaway Township Municipal Utility
Rockland Electric Co.
Rockwall, City of (TX)
Rocky Mountain Power Inc.
Rosemont Commons Delaware LLC
Roseville, City of (CA)
Roseville, City of (CA), Water Department
Round Rock, City of (TX)
Rutland, City of (VT)
Sacramento Municipal Utilities District

Sacramento Municipal Utility District
Sacramento, County of (CA), Utilities
Saginaw Charter Township Water Department
Salem, Town of (NH)
Salt Lake City, City of (UT), Public Utilities
San Antonio Water System
San Diego Gas & Electric Co.
San Dieguito Water District
San Luis Obispo, City of (CA)
San Marcos, City of (TX)
Sandpiper Energy Inc.
Sandy, City of (UT)
Santa Clara, City of (CA)
Santa Cruz, City of (CA), Municipal Utilities
Santa Fe, City of (NM)
Santa Margarita Water District
Santa Rosa, City of (CA)
Santee Cooper
Sarasota, County of (FL), Public Utilities
Saskatoon, City of (Saskatchewan)
SaskEnergy
SaskPower
Savannah, City of (GA)
Sawnee Electric Membership Foundation Inc.
SCE&G
Schaumburg, Village of (IL)
Schererville, Town of (IN)
Seacoast Utility Authority
Seal Beach, City of (CA)
Seattle, City of (WA)
Sebring, City of (FL)
SECO Energy Corp.
Selma, City of (CA)
SEMCO ENERGY Gas Co.
Shenandoah Valley Electric Cooperative Inc.
Sherman, City of (TX)
Shreveport, City of (LA)
Silverdale Water District
Sioux City (IA)
Sioux Falls Utilities
Skokie, Village of (IL)
Snohomish County Public Utility District

Socalgas
Somerville, City of (MA)
South Carolina Electric & Gas
South Jersey Gas Co.
Southaven, City of (MS)
Southeast Gas
Southern California Edison Co.
Southern California Gas Co.
Southern Connecticut Gas Co., The
Southern Maryland Electric Cooperative
Inc.
Southington, Town of (CT)
Southington, Town of (CT), Water
Department, Board of Water
Commissioners
Southlake, City of (TX), Water Utilities
Southwest Gas Holdings Inc.
Southwestern Electric Power Co.
Sparks, City of (NV)
Spartanburg Water System
Spire Inc.
Spotsylvania, County of (VA), Treasurer
Spring, Town of (PA)
Springfield, City of (MO), Utilities
SRLLC SG Fort Collins LLC
SRP
St. Johns, County of (FL), Utility
Department
St. Mary's County Metropolitan
Commission
St. Petersburg, City of (FL)
Standard Waste Services
Stark, County of (OH), Metropolitan Sewer
District
Sterling Heights, City of (MI), Water
Strathcona, County of (Alberta)
Suffolk County Water Authority Inc.
Summit Natural Gas of Missouri Inc.
Summit Township Sewer Authority
Summit Township Water Authority
Summit Utilities Arkansas Inc.
Summit Utilities Oklahoma Inc.
Sunrise, City of (FL)
Superior Propane
Surprise, City of (AZ)
Tacoma, City of (WA)

Tacoma, City of (WA), City Treasurer
Tallahassee, City of (FL)
Tampa Electric Co.
Taunton Municipal Lighting Plant
Taylor, City of (MI), Water Department
TECO Energy Inc.
Teco Peoples Gas
Temple, City of (TX)
TEMUA
Tennessee American Water Co.
Terrebonne Parish Consolidated
Government
Texarkana Water Utilities
Texas Gas Service Co. Inc.
Think Utility Services Inc.
Thornton, City of (CO)
Thoroughbred Village
Tigard, City of (OR)
Toho Water Authority
Toledo Edison Co., The
Toledo, City of (OH), Department of Public
Utilities
Tombigbee Electric Power Association
TOMSA
Topeka, City Of (KS)
Toronto Hydro Electric System Ltd.
Torranc, City of (CA), Utilities
Totowa, Borough of (NJ)
Tri-county Electric Cooperative Inc.
Troy, City of (MI), Water
Truckee Meadows Water Authority
Tucson Electric Power Co.
Tucson, City of (AZ), Utility Lockbox
Tukwila, City of (WA)
Tulsa, City of (OK), Utilities
Tupelo, City of (MS), Water & Light
Tuscaloosa, City of (AL), Water Sewer
Twin Falls, City of (ID)
TXU Electric Co. Inc.
Tyler, City of (TX)
UGI Central Penn Gas Inc.
UGI South
UGI Utilities Inc.
United Illuminating Co., The
United Power Inc.
United Water Delaware Inc.

Unitil Corp.
UNS Gas Inc.
Upland, City Of (CA)
Urstadt Biddle Properties Inc.
Utilities Kingston
Valdosta, City of (CA)
Vallejo, City of (CA)
Valparaiso City Utilities
Vancouver, City of (WA), Utilities
Veolia Water Delaware
Veolia Water Idaho
Veolia Water New Jersey
Veolia Water New York
Veolia Water Pennsylvania
Versant Power
VGS
Victor, Town of (NY), Sewer District
Victoria, City of (TX), Utility Billing Office
Virginia Natural Gas Inc.
Visalia, City of (CA)
Waco, City of (TC), Water Office
Walker, City of (MI)
Walla Walla, City of (WA)
Walton Electric Membership Corp., The
Ward 2 Water District
Warner Robins, City of (GA), City Hall
Washington Gas Light Co.
Washington, City of (UT)
Water Tower Square Associates
Wayne, Township of
We Energies
Weatherford, City Of (Tx)
Webster, City of (TX)
Weir River Water System
West Des Moines Water Works
West Harris, County of (TX), Mud 5
West Melbourne, City of (FL), City Hall
West Penn Power Co.
Western Allegheny, County of (PA),
Municipal Authority
Western Virginia Water Authority
Westland, City of (MI), Water Billing
Westminster, City of (CA)
White Lake, Township of (MI), Water
Department
Wichita Falls, City of (TX)

Wichita, City of (KS)
Wildwood, City of (FL), Water Utility
Williston, Town of (VT)
Willowbrook, Village of (IL)
Wilmette, Village of (IL)
Wilson, City of (NC)
Wilton, Town of (NY)
Winnipeg, City of (Manitoba)
Winston-Salem, City of (NC)
Winter Garden, City of (FL)
Wisconsin Public Service Corp.
Withlacoochee River Electric Cooperative
Inc.
Woodbury, City of (MN)
Woodlands Water Mud# Metro
Wright Hennepin Cooperative Electric
Association
WSSC Water
Xcel Energy Inc.
Yorba Linda Water District

Schedule 2

Engagements with Potential Parties in Interest

Schedule 2

Prologis, LP (and its subsidiaries) – believed to be parent company of landlords for several leases

Link Logistics/Blackstone – believed to be parent company of landlord for at least one lease